| CAM No. 881-1-Oregon Trans David Surfam-TRUST DEED (No restriction | ATE 3 3202 | STEVENS-NESS LAW PUBLISHING CO., PORTLAND, C | |
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| 85382 | TRUST DEED | Vol_M88_Page_ 386 | 56 |
| THIS TRUST DEED, made this 26t DONALD N. CAUGHEY and BARBARA | h day of A. CAUGHEY, husb | February <u>19</u> 88, be | twee |
| S Grantor, ASPEN TITLE & ESCROW, INC. EMILY CEDARLEAF | , An Oregon Corp | pration, as Trustee | e, an |
| s Beneticiary, | | | |
| Grantor irrevocably grants, bargains, sells 1.Klamath | • | tee in trust, with power of sale, the pro | operi |
| Beginning at the most Southeasterl 2, to the City of Klamath Falls; t and along the boundary line of Lot beginning; thence due North across due West and parallel to Upham Str running North and South in Block 1 to Lakeview Avenue, a distance of Upham Street; thence due East 40 f by 90 feet off the Westerly end of 2 to the City of Klamath Falls, in | hence West on a 6 of Block 17, 10ts 6 and 5 of eet 40 feet to t 7; thence due So 90 feet to the i eet and parallel 10ts 5 and 6, B | line parallel to Upham Street 70 feet to the true point of said Block 17, 90 feet; thence he intersection of the alley with along said alley and parall ntersection of said alley and to Upham Street, being 40 feet lock 17, FAIRVIEW ADDITION NO. | lel |
| igether with all and singular the tenements, hereditame ow or hereafter appertaining, and the rents, issues and j an with said real estate. | prolits thereol and all fix | tures now or hereafter attached to or used in c | conne |
| FOR THE PURPOSE OF SECURING PERFOR | | nent of grantor herein contained and payment | of t |
| (\$14,000.00) | Dollars, with i | nterest thereon according to the terms of a pron the final payment of principal and interest her | misso reof, |
| ut sconer paid, to be due and payable at Matur The date of maturity of the debt secured by this it ecumes due and payable. The abave described real property is not consulty used | | ted above, on which the final installment of sai | id no |
| To protect the security of this trust deed, granter it. To protect, preserve and maintain and property in good | agrees: (a) consent to | the making of any map or plat of said property; (b) seement or creating any restriction thereon; (c) join | join |
| | condition granting any e | the state of the s | in at |
| d repair; not as normal any wante of said property. It as commit or permit any wante of said property. It to complete or rescue promptly and in good and wo | st thereon; subordination of thereod; (d) rec | r other agreement allecting this deed or the lien or convey, without warranty, all or any part of the propert | char, |
| d repair; not as roomove e- domains any building or improvement it to commit or permain any wave and used property. I. To complete or restoure promptly and in good and we unner any building or supprovement wheth may be constructed, d stroyer therman, and gas when due all costs meurred therefor. I. To comply with all laws, indiamances, regularizons, covena, and any restoration and property; of the bene laire over the laws of the therman and gavagerty; of the bene laires or muse the any restoration and property; of the bene laires or muse the supersonal desting and property; of the bene laires or muse the supersonal desting and property; of the bene laires or muse the supersonal desting and property; or the bene laires or muse the supersonal desting and property; or the bene laires or muse the supersonal desting and property. | subordination o thereon; subordination o thereol; (d) rec pramagel or parts, condi- reguests, com- be conclusive p parts, condi- reguests, co | r other agreement allecting this deed or the lien or conver, without warranty, all or any part of the propert reconveyance may be described as the "person or thereto," and the recitals there'n of any matters or faci rood of the truthfulness thereof. Truster's lees for any ed in this paragraph shall be not less than \$5. any detault by grantor hereunder, beneliciary may | char ty. Ti person ts sha of ti at ar |
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The grantot covenants and agrees to and with the beneficiary and those claiming under him, that he is law-Jully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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of

D Deputy

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NONE

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A April 1

Contraction of the

-600 Main Street

and the second state of th

Klamath Falls, Oregon 97601

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and that he will warrant and forever defend the same against all persons whomsoever.

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)^a primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculing gender includes the termining and the neuter, and the singular number includes the plural.

| tract secured hermoy, winter a solution and the neuter, an sculing gender includes the feminine and the neuter, an | id the singular number made | the day and year first above written. | | |
|--|--|---|--|--|
| IN WITNESS WHEREOF, said grantor hi | as nereunto set lus lialiu | 1.01/1 | | |
| MPORTANT NOTICE: Deliete, by lining est, whichever warrant epplicable; if werranty (e) is epplicable and the beneficiar such word is defined in the Truth-in-Lending Act and Rep | try (c) or (b) is ry is a creditor gulation Z, the Donald whing required | A N. Caughey Caughing | | |
| neficiary AUST comply with the Act and any country actoures; for this purpose, if this instrument is to be a FIST build be all a dwelling, use Stevens-Ness Form No. 1305 this instrument is NGT to be a first line, or is not to finan- a dwelling use Stevens-Ness Form No. 1306, or equivalent is the Act is not required, disregard this notice. | or equivalent; | uivalent; Dalling a statut a sta | | |
| the simple of the shave is a corporation. | 15 93.490) | | | |
| TITE OF OFFCON. | STATE OF OREGON, | County of) ss. | | |
| County of Klamath | | edand | | |
| March 18 | | wild, caul Denig | | |
| Donald N. Caughey and | duly sworn, did say that | the former is the | | |
| Barbara A. Caushey | president and that the | latter is the | | |
| and a second sec | | instrument is the | | |
| and acknowledged the foregoing instru- ant to be there wountary act and deed. | corporate seal of said Co sealed in behalf of said | the seal affixed to the foregoing instrument is the orporation and that the instrument was signed and corporation by authority of its board of directors; nowledged said instrument to be its voluntary act | | |
| officite mandra Standsaher | | (OFFICIAL | | |
| EAGY (D Minterin Public for Oregon | My commission expires | Notary Public for Oregon (OFFICIAL) | | |
| 3. Strachonission expires: 7-23-89 | My condition topics | | | |
| The undersigned is the legal owner and holder of trust deed have been fully paid and satisfied. You here said trust deed or pursuant to statute, to cancel all e herewith together with said trust deed) and to reconvey estate now held by you under the same. Mail reconvey | vidences of indebtedness secu | | | |
| | · · · · · · · · · · · · · · · · · · · | | | |
| DATED: | | | | |
| | | Beneficiary | | |
| | | the trustee for concellation before reconveyonce will be made. | | |
| Bo not loss or destroy this front Dood OR TH2 NOTE which i | it secures. Beth must be desired to . | the trustee for concellation before reconvoyance will be made. | | |
| TRUST DEED | The second s | STATE OF OREGON, County ofKlamath | | |
| (COLA No. 241-1) | | I certify that the within insti | | |
| HTEVENE NURS LIN PUB CO. PORTLAND CAR | | in record on a second on the | | |
| Donald N. Caughey | | 18th day of March 1988 at 3:29.0°clock P. M., and record | | |
| Barbara A. Caughey Grantor | SPACE RESERVED | in book/reel/volume NoM88. page 3866or as document/fee/fi | | |
| Emily Cedarleaf | FOR RECORDER'S USE | instrument/microfilm No0.004 | | |
| | an an an go thigh a said | Record of Mortgages of said Cour Witness my hand and seal | | |
| Beneficizry | | Witness my hand and con- County affixed. | | |
| AFTER RECORDING RETURN TO | $\frac{1}{2} = \frac{1}{2} \left[\frac{1}{2} \left[$ | Evelyn Biehn, County Clerk | | |
| Aspen Title & Escrow, Inc. | | NAME ANY ANY TO DEP | | |

Fee: \$10.0

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