

MTC 20379-D

September 19, 1988, between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
KENNETH C. WEST & ETHEL E. WEST

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:

Grantor, irrevocably grants, bargains, sells, conveys and assigns unto the County of Klamath, Oregon, described as:

Lot 7 in Block 4 of STEWART ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3909 007CA 05100

Together with Mobile Home Unit X111460, 1973 Frontier, JS4715

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the \$1,000,000.00 principal sum of money hereinafter provided for by the terms of a promissory note made by the grantor to the grantee, bearing interest at the rate of five percent (5%) per annum, payable in installments as hereinafter provided.

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE

um of **TWELVE THOUSAND AND no/100 ******* Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **October 1, 2003**, X9x, on which the final installment of said note becomes due and payable. The date of maturity of this instrument is the date, stated above, on which the final installment is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

BEFORE LOAN WAS RECONVALESCED

- protect the security of this trust deed, grantor agrees:

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or any part of the property. This shall be done, without warranty, all or any part of the property. The

[illegible][illegible][illegible][illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have no claim against grantor for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the fees necessarily paid or incurred by grantor in connection therewith; nor shall he be entitled to pay all reasonable costs, expenses and attorney's fees, incurred by grantor in such proceedings, necessarily payable upon the indebtedness both in the trial and any appellate courts, to take such actions in such proceedings, and the balance appertaining to his own expense, if secured hereby; and grantor agrees, at his own expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, promptly upon and from time to time upon written request of beneficiary.

(a) consent to the making of any map or plat of said property; (b) join in the liability of any person for the payment of said indebtedness, trustee may endorse him (in case of full reconveyances, for cancellation), without affecting beneficiary, payment of its fees and presentation of this deed and the note for

9. At any time and from time to time upon written request of bene-
ficiary, grantor agrees as shall be necessary in obtaining
and execute such instruments and the request.
and execute such instruments promptly upon receipt of the request.
17. Trustee accepts this deed and the note for the purpose of recording
acknowledged is made a public record as provided under any other
obligated to notify any party hereto of pending sale at which grantor, beneficiary or
trust or of any action or proceeding in which grantor, beneficiary or trustee
shall be a party unless such action or proceeding is brought by trustee.

he is either an attorney, who is an active member of the Oregon State Bar, a bank, trust
company authorized to insure title in the United States, a title insurance company licensed under ORS 696.505 to

(c) The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,
County of Klamath

This instrument was acknowledged before me on September 16, 1988, by James L. Munro and Gina M. Munro.

Notary Public for Oregon
My commission expires: 6-16-92

STATE OF OREGON,
County of _____

This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

Notary Public for Oregon
My commission expires: _____

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed, or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____.

DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881) IN THE COUNTY OF _____, STATE OF OREGON

Munro
3934 Greensprings
Klamath Falls, OR 97601
WEST
4415 Greensprings
Klamath Falls, OR 97601

Grantor

Beneficiary

AFTER RECORDING RETURN TO
THIS TRUST DEED TO
West
above address

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 19th day of Sept., 1988, at 10:50 o'clock A.M., and recorded in book/reel/volume No. M88 on page 15396 or as fee/file/instrument/microfilm/reception No. 91582. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME
By _____ TITLE
Deputy

Fee \$13.00 DEED