Vol. MQ Page 17149 FORM No. 881-Oregon Trust Deed Series-TRUST DEED. MTC-2013(D) October ...., 19.88, between 92557 THIS TRUST DEED, made this \_\_\_\_\_\_day of \_\_\_\_\_ PHYLLIS C. SHIDLER ..., as Trustee, and as Grantor; MOUNTAIN, TITLE COMPANY OF KLAMATH COUNTY JUDIE C. GARRIOTT 6 8003 Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klemath as Beneficiary, in Klamath County, Oregon, described as: That portion of Lots 2 and 3 of Section 1 which lie Westerly of the Main Langell Valley Irrigation District Canal; also Lot 4 of Section 1, and Lot 1 of Section 2, all of Township 41 South, Range 13 East of the Willamette Meridian. SAVING AND 2, all of lownship 41 South, hange 12 East of the Willamette Meridian. DAVING AND EXCEPTING THEREFROM that portion thereof conveyed to Klamath County by deed recorded October 3, 1952, Volume 257, page 131, and re-recorded November 18, 1957, Volume 295, page 514 and Volume 295, page 519, Records of Klamath County, Oregon. Klamath County Tax Account #4113-00000-00400 and #4113-00000-00600. together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Contract of the purpose 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 per terms of Note 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 <u>per terms of Note</u>, 19 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein 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. The date of maturity of the debt section described property, of becomes due and payable. In the event the within described property, of becomes due and payable. In the event the within and without list having then, at the beneficiary's option, all obligations secured by this instrument then, at the beneficiary's option, all obligations secured by this instrument of the miner immediately due and payable. To protect the security of this trust deed, grantor agrees: and repairs not to commit or parties or, restore, promptly and be constructed, damaged or maner any percent, and pay when due all dimances, regulations, covenances, to from and restrictions altecting a statements, presure and to pay all the sensitions of the beneficiary may be deemed desirable by the beneficiary the beneficiary in the second and the second and the second and the second and fraction any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the property. The subordination or other agreement allecting this deed or the property. The interest (d) reconvey, without warranty, all or any part of the property. The property of the restriction of the restriction of the property of the conclusive proof of the truthulness thereoil. Trustee's lees for any of the be conclusive proof of the truthulness thereoil. Trustee's lees for any of the be conclusive proof of the truthulness thereoil. Trustee's lees for any of the property of the truthulness thereoil. Trustee's lees for any of the property of the truthulness thereoil. Trustee's lees for any of the be conclusive proof of the truthulness thereoil. Trustee's lees for any of the property of the truthulness thereoil of the argent in the without notice, either in percent of the adequacy of any security for pointed by a court, and without enter upon and take possession of said prop-ting indebiedness hereby secured, curer upon and take possession of said prop-ting indebiedness hereby secured, and nace and ungid, and apply the same, issues and profits, including those past due and ungid, and apply the same, issues and profits including those past due and ungid, and apply the same, issues and profits upon and taking possession of said property, the 11. The entering upon and taking possession of said property, the attemption of the trust of the same and taking posterior of the pro-ticater may default. issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's tees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of suid property, the collection of such rents, issues and prolits, or the proceeds of time and other insurance policies or comparison or awards for any taking or damage of the insurance policies or control is of the proceed of the control such rents, issues and prolits, or the proceed of the and other property, and the application or release thereol as alorsaid, shall not cure or waive any delault or notice.
12. "Upon delault by grantor in payment of any indebtedness secured any delault hereunder or invalidate any act done waive any delault or such rents." A grant hereunder or invalidate any act done waive any delault or such rents warment and/or performance. In such any declar and such as a secure dis election may proceed to foreclose this trust deed event the beneliciary and wiret the trustee to pursua to ther right or advertisement and sale, or direct the trustee to pursue any other right or termedy, either at lass or or any time the shore of the beneliciary and sales or may direct the trustee to foreclose this trust deed noteclose show there of all the said described real property to satisfy the oblight and his election whereupon the trustee shall be sole of larce is a morigine of any sole of the sole of the sole of the sole wave there and the such requires the further and property to satisfy the oblight of the sole of the role of all the said described real foreclose the struct end of the sole of the sole of the sole of any sole of the sole together with trustee's and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as 'provided by law. The trustee may sell said or parcels at in one parcel' or in separation to the time to which sale. Trustee auction, to the highest bidger for cash, payable at the inde of ale. Trustee shall deliver to the purchase the deliver of the trust of the proof of the parcels and the prosperity so sold. In the dedic of any matters of the trustee, but including of the truthulness thereoi. Any person, excluding the trustee, but including the granter within trustee sells pursuant to the for anoble charge by further shall apply the proceeds of sale to payment a reasonable charge by further's automay the obligation security of the trust deed, (3) to all nervice's attorney recorded liens subsequent to this of the trust deed, (3) to all nervice the substruct the obligation security in the order of their priority and the trust awing recorded liens subsequent to this of the trust deed, (3) to all nervice's autorney, (2) to the franter's may appear in the order of their priority and (4) the supplus, if any, to the granter or to his successor in interest entitled to such suplus. 16. Beneticiary may from time to time appoint a successor or successors It is mutually agreed that: It is mutually agreed that: and the event that any portion or all of said property shall be taken and the right of eminent domain or condemnation, beneticiary shall have the under the right of eminent domain or condemnation, beneticiary shall have the indir the right of eminent domain or condemnation, beneticiary shall be taken as compensation lor such taking, which are in ercess of the amount required to pay all reasonable costs, expenses and altorney's lees necessarily and or incurred by drantor in such proceedings, shall be paid to beneticiary shall be papifed by it lirst upon any reasonable costs and expenses and altorney's lees, licitary in such proceedings, and the artist own expense, to take uch'actions secured hereby; and grantor days shall be necessarily not the indebtedness incurred by the rist and appellate courts balance applied upon the indebtedness secured incurse such instruments as that he necessary in obtained such com-and sceures such instruments as and structures. In obtained such com-gensation, promptly upon beneficiar shall be necessary in obtained such com-gensation, in order the structure of the indebtedness, for cancellation, without altering and discurrent (in case of lull reconveyances, for cancellation), without altering the disliky of any person for the payment of the indebtedness, trustee may the high consent to the making of any map or plat of sid property; (b) join in (a) consent to the making of any map or plat of sid property; (b) join in (a) consent to the making of any map or plat of sid property; (b) join in (a) consent to the making of any map or plat of sid property; (b) join in (a) consent to the making of any map or plat of side property; (b) join in (b) consent to the making of any map or plat of side property; (b) join in (b) consent to the making of any map or plat of side property; (b) join in (c) consent to the making of any map of the side to beat on the side to be the side ton the side to beat of the indebted surplus, if any, to the grantor of to dis successor in meres, thinke is change is surplus. 16. Beneficiary may from time to time appoint a successor or success-sorts to any trustee named herein of to any successor trustee appointed here-under, the latter shall be vested with all title, nowers and duties conterred up aubstitution shall be made appointed hereunder. Each such appointent which, then recorded in the mortAnge records of the county or counties in which, then recorded in the mortAnge records of the county or poper appointment which, the property is situated, shall be conclusive prool of proper appointment of the successor trustee. trustee, the fatter shall be vested with an intervender, Each such appointment upon any trustee shell be made by written instrument executed by benelicary and substitution shell be made by written instrument executed by benelicary which, when recorded in the mortfange records of the county or countier in which, the proper justee. of the successorie execpts this trust when this deed, duly executed and obligated to notify any party hereto of pending sale under any other deed of obligated to notify any party hereto of pending sale under any other deed trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan 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.

fully seized in fee simple of said describe Mortgage, including the terms a October 12, 1988; in Volume M88 in favor of Farm Credit Bank of and that he will warrant and forever de	ed real property and has a valid, and provisions thereof, da b, page 17144, Microfilm R Spokane, a corporation, fend the same against all persons	ted August 17, 1988, and recorded ecords of Klamath County, Oregon, as Mortgagee whomsoever.
<ul> <li>Personal representatives, successors and assigns, secured hereby, whether or not named as a bene gender includes the feminine and the neuter, and IN WITNESS WHEREOF, said</li> <li>* IMPORTANT NOTICE: Delete, by lining out, whichev not applicable; if warranty (a) is applicable and the as such word is defined in the truth-in-Lending Act beneficiary MUST, comply, which the Act and Regularity of the second second</li></ul>	illy or, household purposes (see Important CEN REPORTIVENDERCENT WAY WOUTHERESS it of and binds all parties hereto, their The term beneticiary shall mean the h siciary herein. In construing this deed a I the singular number includes the plural grantor has hereunto set his here er worranty (a) or (b) is beneficiary is a creditor t and Regulation Z, the on by meking required	nt Notice below), EXEXAMENTAL Software Softwa Software Software
disclosures; for this purpose use Stevens-Ness Form N If compliance with the Act is not required; disregard (If the signer of the colore is a corporation, use the form of ecknowledgement opposite) STATE OF FREGON, County of Stamath: This instrument was acknowledged beto October	ss. STATE OF OREGON, County of	ss. snowledged before me on (SEAL)
REQUEST FOR FULL RECONVEYANCE         To be used only when obligations have been peld.         TO:		
October 3, 1925, Volume 257, p S, a <b>TRUST DEED</b> M, i Volume Present of the form of the form The state of the form of the form Addited for the form of the form Rt. 10 Box (118 stock) (18 stock) (18 stock) PHYLLIS C. SHIDLER Conte Rt. 10 Box (118 stock) (18 stock) (18 stock) Rt. 10 Box (118 stock) (18 stock) (18 stock) (18 stock) (18 stock) Rt. 10 Box (118 stock) (18		STATE OF OREGON, State } ss.
MOUNTAIN TITLE COMPANY OF KLAMATH. COUNTY	(150 Fee \$13.00	Evelyn Biehn, County Clerk NAME By Muline Multised are Deputy

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