Vol. <u>m88</u> Paga**22290** @

RANDALL L. TURNER AND BONNIE S. TURNER, husband and wi	(teath aftest)
as Grantor, Mountain Title Company of Klamath County	gas Trustee, and
CHARLES G. DUNCAN AND LEONE M. DUNCAN, husband and wif	Mage
	[전하는 제대] 전 중요
Grantor irrevocably grants, bargains, sells and conveys to trust	tee in trust, with power of sale, the property
in Klamath County, Oregon, described as:	A golday Albel the action materials and the day
see attached	Countries
TRUST DEAD	STATE OF DESCRIPTION

the malifers of the tree flee the till still still which is section, both the Halland to the festion by reposition better president of the still the section of the still the st

146 101 July

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

note of even date nerewith, payable to beneticiary or order, and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be secones due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be secones due and payable by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary of the payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or which the final installment of said note.

becomes due and payable. In the event the within described pictory sold, conveyed, assigned or alienated by the grantor without first han then, at the beneficiary's option, all obligations secured by this instrumtherein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remie any waste of said property, and in good and workmanlike for the security of the strust deed, grantor agrees:

1. To protect, preserve and maintain said property in good and workmanlike for the security of the strust deed, grantor agrees and property, and in good and workmanlike for the security of the security of

It is mutually agreed that:

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 the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by the state of the state of

ument, irrespective of the maturity dates expressed therein, or granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all other of the preson or persons frame in any reconveyance may be described as the "person or persons frame in any reconveyance may be described as the "person or persons frame in any reconveyance may be described as the "person or persons frame in the person of the truthiness there or Trustee's fees for any of the be conclusive proof of the truthiness therein of any matters or lacts shall be conclusive proof of the truthiness therein of any matters or lacts shall be conclusive proof of the truthiness therein of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or y a receiver to be appointed by a court, and without regard to Independent of the possession of said property of the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in its own name and ornherwise collect the rents, issues and prolits, including those pand and take possession of said property, a less upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of line and other notice of the property, and the application or awards for any taking or damage of the insurance politices or compensation or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application of the property and provided in the property or in his performance of any agreement hereunder, time being o

lix the time and place of sale, give notice thereol as then required by law and proceed to loreclose this trust deed in the manner provided in ORS 86.735 to 86.795. [3] After the trustee has commenced loreclosure by advertisement and sale and at any time prior to 5 days before the date the trustee conducts the sale and at any time prior to 5 days before the date the trustee conducts the sale and at any time prior to 5 days before the date the trustee conducts the sale the grantor or any other persons so privileged by ORS 86.73, and cure sale, the grantor or any other persons so privileged by ORS 86.73, cure the sale sale the grantor or any other persons so privileged by ORS 86.73, and the sale sale that the sale sale that the sale sale pay case, in addition to curing the default of defaults, the person effecting the cure shall pay the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed 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 together with trustee's and attorney's fees not exceeding the amounts provided together with trustee, 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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time to sale. Trustee shall deliver to the purchaser its deed in turn as required by law conveying the property so sold, but without any matters of fact shall be conclusive proof plied. The recitals in the deed of sale to payment of (1) the express of importing the grantor and bene

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein and the successor trustee appointed prevention of the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or suppointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortgade records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of 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.

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

ly seized in fee simple of said described real property and has a valid;	those claiming under him, that he is law- unencumbered title thereto
the first than the first because for the design of the control of	general interestation in the state of the st
I that he will warrant and forever defend the same against all persons	whomsoever.
THE AREA COLOR OF THE COLOR OF	to the ministration of the second of the sec
of the the event tose and so there or will of sold productive shall be radio. I have a subject to the content of consequences, because it that have the content of the subject to the content that the new interference the more my above in adoption. I set the content to the content of the co	rente la companya di seria di Seria di seria di se Angla dengan di seria
A very region of the property	est fragmentiet, beginn in het en
one de transferent delengé termine, destant, destant in 1882, deut mont de receive de 1882, de 1882 et de 1882 La principale de la companya de la companya de la collège de product de la collège de 1882, de 1882 et de 1882 La principale de la companya de la collège de la collège de la collège de la collège de 1882, de 1882 et de 1 La principale de la collège de 1882 et de 1882 et de 1	teret for the first state of the second section of the section of the second section of the section of th
The grantor warrants that the proceeds of the loan represented by the above des (a)* primarily for grantor's personal, family or household purposes (see Importa (b) for an organization, or (even if grantor is a natural person) are for busines	int ivolice below),
This deed applies to, inures to the benefit of and binds all parties hereto, their	heirs, legatees, devisees, administrators, executors,
cured hereby, whether or not named as a beneticiary herein. In construing this used indicates the feminine and the neuter, and the singular number includes the plura	वार्ष्य क्षात्र के कारण करते हैं है है है कि कारण करते हैं कि का उन्हें कर है है कि कारण करते हैं कि कारण करते कि कार्यकर्द्ध के कारण करते हैं कि कारण कर
IN WITNESS WHEREOF, said grantor has hereunto set his han	d the day and year first above written.
MPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is tapplicable; if warranty (a) is applicable and the beneficiary is a creditor such word is defined in the Truth-in-Lending Act and Regulation Z, the	L. Turner () () () ()
mediciary MUST comply with the Act and Regulation by making required belowires; for this purpose use Stevens-Ness Form No. 1319, or equivalent. Bonnie S compliance with the Act is not required, disregard this notice.	. Turner
the distributions that only a specific that one, on helpful a second day of the second	Control of the Contro
the form of acknowledgement opposite; and the state of th	Arrentage Coulons and the course of the cour
County of County of	writes: y act certain at general state of the state of t
下記 instrument was acknowledged before me on This instrument was a acember 30 は88, by 19 by	icknowledged before me on
andalk! Turner 6. Bonnie S. Turner of	1916 - 19
X Outline Value Notary Public for Oregon Notary Public for Oreg	PATANA BERHARI MANANA M
SEAL) My commission expires: $(6-16-92)$ My commission expires	(SEAL
and record that the combine of decorates and positions of restaurance and archives applications of 1. The language structure and transport and business to confirm a company of the con- ty incorrect the production of the transport and request for full reconveyance.	Tangan ng Gorge (ng pagasa) ng pagasan ng pa Bangan ng Pagasan ng p Pagasan ng Pagasan ng
energy spirit formulas in the digitiest, ignorated have been the used only when obligations have been used to the periodiciants in the periodician in the periodician of the periodician in the periodician of the periodician in the periodic	poid. Caraca of the constitute
The Cres of Little 19 And Journey and holder of all indebtedness secured by	the foregoing trust deed. All sums secured by sa
rust deed have been fully paid and satisfied. You hereby are directed, on payment	to you of any sums owing to you under the terms tred by said trust deed (which are delivered to yo
herewith together with said trust deed) and to reconvey, without warranty, to the pessenten now held by you under the same. Mail reconveyance and documents to the same.	arties designated by the terms of said trust deed to
	เรียก เมื่อเกิด เกิด ที่ เป็นเกิดเลย เกิด เกิดเกิดเกิดเกิด เกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิด
DATED (state the principle), and the rents, fours and profits that sed and all field and all field.	rang kangi iti ta manan ing manahatik da da zana. Ta
THE THE PER POSSELL STITEM HIS EXPLOY FRANCE WAS THE THE THE TANK THE SECOND TO SECOND THE SECOND TO SECOND THE	Beneficiary
ness of december apparements and the tends Journa and profits district and all the decembers and all the decembers and t	Beneficiary
The first state of the state of	Beneficiary
ness of december apparements and the tends Journa and profits district and all the decembers and all the decembers and t	Beneficiary he trustee for concellation before reconveyance will be made: STATE OF OREGON,
De not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to # TRUST DEED (FORM No. 881)	Beneficiary he trustee for cancellation before reconveyance will be made: STATE OF OREGON, County of I certify that the within instrume
DATEDIALLY THE MEDIAL CONTROL OF THE LONG AND AND THE MOST OF STREET AND AND THE STREET	Beneficiary he trustee for cancellation before reconveyance will be made: STATE OF OREGON, County of I certify that the within instrume was received for record on the
DATEDIALS TO MINISTER MAINTENANCE AND THE NOTE WHICH IT SECURED AND THE SHARE AND THE SECURE AND THE SHARE AND THE	Beneficiary he trustee for cancellation before reconveyance will be made: STATE OF OREGON, County of I certify that the within instrume was received for record on the
TRUST DEED (FORM No. 681) Turner HC (20, Special Street of Special	Beneficiary he trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrume was received for record on the
TRUST DEED (FORM No. 881) COT STEVENSHIES LAW PUB. CO., PORTLAND, ORE. Turner HC (C) So STATE Grantor Grantor Grantor Duncan FOR STATE OF THE STATE OF THE NOTE which it secures. Both must be delivered to the secure of	Beneficiary he trustee for cancellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrume was received for record on the of
TRUST DEED (FORM No. 881) COT STEVENS/NESS LAW PUB. CO PORTLAND. ORE. Turner HC (C) So STATE ORDER SO STATE ORDER SO STATE OR STATE	Beneficiary he trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrume was received for record on the
DATED AND THE PUBLISHED AND THE NOTE WHICH IT SECURES. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the notation of the notation	Beneficiary he trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrume was received for record on the

Order No: 20803-D

EXHIBIT "A" LEGAL DESCRIPTION

The following described property is all situate in Klamath County,

The NE1/4 NW1/4, the SW1/4 NW1/4, the NW1/4 SW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian. ALSO the Willamette Meridian: ALSO the Willamette Meridian; all that portion of the NW1/4 NW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian, and all that portion of the SW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian, lying East of the following described line:

Beginning at an iron pin on the West line of said NW1/4 NW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian which is South 0 degrees 30' East 950 feet from the section corner common to Sections $ilde{3}$ and 4 , Township 41 South, Range 11 East of the Willamette Meridian and Sections 33 and 34, Township 40 South, Range 11 East of the Willamette Meridian; thence North 47 degrees 15' East along a fence, 312 feet; thence North 15 degrees 45' East along said fence 238 feet to a fence corner; thence South 89 degrees 10' East along a fence, 132 feet; thence North 2 degrees 30' West along said fence, 1308 feet; thence North 0 degrees 50 East along said fence a distance of 206 feet; thence North 11 degrees East along said fence, 268 feet, more or less, to the North boundary of said SW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian, EXCEPTING THEREFRON that portion conveyed to George B. Seebeck et ux., by deed recorded in Volume 307 at page 470, Deed Records of Klamath County, Oregon, as follows:

Commencing at the corner of Sections 3, 4, 9 and 10, Township 41 South, Range 11 East of the Willamette Meridian; thence 1320 feet due North to the point of beginning; thence 330 feet due East to a point; thence 1320 feet due North to a point; thence 330 feet due West to a point; thence 1320 feet due South to the point of beginning in the NW1/4 of SW1/4 of Section 3, Township 41 South, Range 11 East of the Willamette Meridian.

ALSO, the SE1/4 NW1/4 and the NE1/4 SW1/4 of-Section 3, Township 41 South, Range 11 East of the Willamette Meridian.

AND ALSO, A parcel of land situated in Sections 33 and 34 in Township 40 South, Range 11 East of the Willamette Meridian, and Section 3, Township 41 South, Range 11 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of Section 3, Township 41 South, Range 11 East of the Willamette Heridian, marked by an iron pin South 0 degrees 30' East 950 feet from the Northwest corner of Section 3; thence North 47 degrees 15' East 312 feet; thence North 15 degrees 45' East 238 feet to a point on the Easterly boundary of Flesher-Pope (continued)

(Legal description continued)

Irrigation ditch, the true point of beginning; thence South 89 degrees 10' East 132 feet; thence along an existing fence, North 2 degrees 30' West 1308 feet; thence North 0 degrees 50' East 206 feet; thence North 11 degrees East 268 feet to a point on the South line of the NW1/4 SW1/4 of Section 34, Township 40 South, Range 11 East of the Willamette Meridian; thence East along said South line to the Southeast corner of said NW1/4 SW1/4; thence North along the East line of said NW1/4 SW1/4 to the Northeast corner of said forty; thence West along the North line of said forty and the North line of the NE1/4 SE1/4 of Section 33, Township 40 South, Range 11 East of the Willamette Meridian to the Northwest corner of said NE1/4 SE1/4; thence South along the West line of said forty to the Northeasterly boundary of the Flesher-Pope Irrigation Ditch; thence Southeasterly along said ditch boundary to the true point of beginning.

EXCEPTING THEREFROM a tract of land situated in the NE1/4 SE1/4 of Section 33, Township 40 South, Range 11 East of the Willamette Heridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the CE1/16 corner of said Section 33; thence South 89 degrees 52' 59" East, 1324.91 feet to the East 1/4 corner of said Section 33; thence South 00 degrees 01' 38" West, along the East line of said NE1/4 SE1/4, 681.00 feet; thence North 89 degrees 52' 59" West 1098.01 feet to a point 15 feet Easterly of the existing center of the Pope-Flesher-Duncan Irrigation Ditch; thence along a line 15 feet Easterly and Northeasterly of said ditch, North 14 degrees 37' 22" West 36.38 feet, North 25 degrees 14' 23" West 84.31 feet, North 65 degrees 24' 57" West 136.89 feet and North 56 degrees 25' 30" West 68.97 feet to a point on the West boundary of said NE1/4 SE1/4; thence North 00 degrees 03' 35" East 474.94 feet to the point of beginning, with bearings based on the survey of said Major Land Partition 10-86.

Tax Account No: 4011 00000 07000
4011 00000 07100
4011 03300 01300
4011 03300 00400
4111 00300 00400
4111 00300 00600

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Eilad	for reco	ard of t	souest o	·F	Mountain Title Co.						the	he 30th day			
	Dec.		cquest t	A.D.	19 88	at 3	3:16	o'clock	P M	., and dul	y recorded	in Vol.		<u> Jana Ja</u>	
·		13.14.				Mortgas			on Page	2229	<u>) </u>				
			12.0		11779			Eve	elyn Bi	ehn ,	County C	lerk			
FEE	672	00						E	3y 🕰	anden	Mul	lens	elere.	ji ji Yaya aki Kumaka Teor	

ree \$23.00