OT

THIS TRUST DEED, made this20thday ofDecember, 19 8	§ between
JOHN T. DOHALLOW & SYLVIA J. ARMTROUT not as tenants in common but with right of as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as Tr	f_surviyorship
VIVIAN C. FOLEY & GAILYA MORGAN, or survivor	
as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, th	e property

See legal description attached hereto and made a part hereof.

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 connections the state of the

tion with said real estate.

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

sum of THIRTY ONE THOUSAND THREE HUNDRED AND NO/100-

not sooner paid, to be due and payable per terms of note 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 thereot, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without liest 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.

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this instru herein, shall become immediately due and payable.

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

I. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said under the provided of the manner any building or improvement which may be constructed damaged or destroyed in the property when due all costs incurred therefor.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in proper public office or offices, as well as the cost of all ine searches by the beneficiary of the property public office or offices, as well as the cost of all ine searches by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and such other hazarda as the beneficiary, with loss payable to the lister; all companies receptable to the beneficiary, with loss payable to the lister; all companies receptable to the beneficiary, with loss payable to the lister; all companies departs and the search of the search o

It is mutually agreed that:

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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, it 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 so compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the moent in payable or payal or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note foliciary, payment of its fees and presentation of this deed and the note included the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trute's less for any 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 by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, nits own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, melding reasonable attorney's less upon any indebtedness secured hereby, and in such order as benneiticiary may determine.

11. The entering upon and taking possession of said property, the collection of such trents, issues and prolits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresid shall not cure or waive any default or notice of default hereunder or insuldate any act done pursuant to such notice.

1. Upon default by grantor in payment of any indebtedness secured hereby on in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary at his election may proceed to foreclose this trust end of the essence with respect to such payment and/or performance, the beneficiary at his election may proceed to foreclose this trust end for emergy, either at law or in equity, which the beneficiary may were in the latter ev

proceed to toreclose this trust deed in the manner provided in URS 80.733 to 86.785.

3. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or or any other person so privileged by ORS 86.753, may cure the default or default. It the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure other than such portion as would entire amount of the default occurred. Any other default that is capable to being cured may be cured by tendering the performance required under the being cured may be cured by tendering the performance required under the default or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost defaults, the person effecting the cure shall pay to the beneficiary all cost pays the shall pay to the beneficiary all cost pays the person effecting the cure shall pay to the beneficiary all cost pays the person effecting the cure shall pay to the beneficiary all cost pays the person effecting the cure shall pay to the beneficiary all cost pays the person effecting the pe

together with trustee's and attorney's lees 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 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 of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or including the recitals in the deed of any matters of lact shall be conclusive pool of the truthfulness thereol. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a trassnable charge of trustee attorney. (2) to the obligation secured by the titus deed, (5) to all persons having recorded liens subsequent to the interest of the trustee in the trusteels may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein.

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

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferent trustee, the latter shall be vested with all title, powers and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be most safe records of the county or counties in which the property is situated, shall be conclusive prost of proper appointment of the successor trustee, 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 safe under any other deed obligated to notify any party hereto of pending safe under any other deed not rust 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.

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) THE SEARCH S 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 leminine 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 acknowledgement apposite.) STATE OF COMMON, California STATE OF OREGON, County of Alane a. County of ... This instrument was acknowledged before me on This instrument was acknowledged before me on 12-28. 19 John T. Dohallow & Sylvia J. Armtrout *********** l. //w Notary Public for Ore XX Notary Public for Oregon (SEAL) (SEAL) California My commission expires: My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee TO: The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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: Beneficiary 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. STATE OF OREGON, TRUST DEED County of STEVENS NESS LAW PUB. CO., PORTLAND, ORE. John T. Dohallow & Sylvia J. Armtrout
7263 Emerald AVC
Publin, CA 94568 Grantor
Vivian C. Foley Armtrout SPACE RESERVED page ... RECORDER'S USE 6517 Wocus Rd. Record of Mortgages of said County. 97601 Klamath Falls, OR Beneticiary County affixed.

I certify that the within instrument was received for record on theday of, 19....., at o'clock M., and recorded In book/reel/volume No. on or as fee/file/instrument/microfilm/reception No....., Witness my hand and seal of AFTER RECORDING RETURN TO MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY By Deputy

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in the N=1/2 of Section 7, Township 38 South. Range 9 East of the Willamette Heridian, Klamath County, Oregon being more particularly described as follows:

Beginning at the Northeast Corner of said Section 7; thence southerly on the East line of said Section 7, 1320 feet more or less to the Southeast corner of the N1/2 NE1/4 of said Section 7; thence Westerly on the South line of said N1/2 NE1/4, 2640 feet more or less to the Southwest corner thereof; thence Northerly on the West line of said N1/2 NE1/4, 727.53 feet more or less to a 5/8" iron pin; thence South 89 degrees 56' 41" West, 448.76 feet to a 5/8" iron pin on the East line of Wocus Road; thence Northerly on the East line of said Wocus Road; to its intersection with the North line of said Section 7; thence Easterly on the North line of said Section 7; thence Easterly on the North line of said Section 7, 2970 feet more or less to the point of beginning.

Tax Account No: 3809 007B0 00100 (covers other property) 3809 007A0 00100

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NERAL ACKNOWLEDGN	IENT		and the second	90000000000000000000000000000000000000	
		On this the 28 d		19 <u>%</u> 8,	
State of CALFORNIA County of Alameda	SS.	Londe	the A	Thomas.	·
County of MARCON		the undersigned No	tary Public, perso	nally appeared	
	- (JOHN T.	Dohallow	# 5/1/1 A J.	ARMTRO
OFFICIAL KENNETH A Notary Flori- ALAMEDA C	THOMAS Celifornia OUNTY	personally know proved to me on to be the person(s)	the basis of satis	factory evidence They subsc	ribed to the executed it.
Ly Comm. Exp.		WITNESS my hand	and official seal.	for the	
				hment of this certificate to another d	iocument.
ATTENTION NOTARY: Altho	ough the information requi	ested below is UPTIONAL, II COS	T Deen		
THIS CERTIFICATE MUST BE ATTACHED	Title or Type of Number of Pa	of Document	Date of Document	12-20.88	^
TO THE DOCUMENT DESCRIBED AT RIGHT:		er Than Named Above			and the second s
	CONTRACTOR OF THE STATE OF THE	THE STATE OF THE S	AUTOMAL AVOTADY ASSOCIA	INON + 8236 Remmet Ave. + P.O. Box 7184	i • Canoga Park, CA 9
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STATE OF OREGON: COUNTY	OF KLAMATH	: ss.			
Filed for record at request of _	Mounta	in Title Co.		the5th	dav
of A.	D. 19 89 at	3:30 o'clock _	P_M., and du	y recorded in Vol. M8	
of		Mortgages	on Page290_	 •	
		Evelyn	Biehn .		
FEE \$18.00		Ву	Laulen	· Mulendore	

THIS IS A TRUE AND E REGISTERED AT THE
DATE ISSUED

STATE OF OREGON: COUNTY OF KLAMATH:

STATE OF OREGON: COUNTY OF REA		5th day
Filed for record at request of	Eleanor Hoagland 39 at 3:42 o'clock PM., and duly re	corded in Vol. M89
of of		ounty Cletk
	BY	

FEE \$8.00

Return: Eleanor Hoagland

2026 Portland, Klamath Falls, Or. 97601