8764 TRÚST DEED

Vol. mg9 Page 23655

THIS TRUST DEED, made this \_\_\_\_\_\_day of \_\_\_October\_\_\_\_\_\_\_, 1989 \_\_\_, between Robert A: Newnhain

... Mountain T

Patricia Ann Newnham

as Beneficiary

WILINESSELL.

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

A tract of land situated in the W 1/2 of the SE 1/2 of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West line of the SE ½ of said section 17 which is North 00 07' 58" East 1090.00 feet from a brass cap monument marking the South quarter corner of said Section 17; thence South 89° 52' 02" East 30.00 feet to a 5/8 inch iron pin; thence continuing South 89° 52' 02" East 1272.65 feet to a 5/8 inch iron pin; thence continuing South South 89° 52' 02" East 30.00 feet to the east line of the W ½ of the together with all and singular the tenement; hereditaments and appurtences and all other rights independent of the said real estate.

\*\*The Purpose Of Security of Performance of each agreement of transportation and sequence of the said real content of the said real estate.

\*\*FOR THE PURPOSE OF SECURITY OF PERFORMANCE of each agreement of transportation and sequence of the said real content of the said real content

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

sum of ... Fifteen thousand. :-

The purpose of SECURING PERFORMANCE of each agreement of granter herein contained and payment of the state of

It is mutually affecd that:

2 8. In the event that any portion or all of said properly shall be taken under the right of eminent domain or condemnation, beachings, shall have the right; it is oelects, to require that all or any portion of the monies payable as campensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less incessarily paid to beneficiary and applied by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and experses und attorney's less, both in the city of the control of the interest of the payable to the indeptedness and the bullance applied upon the indebtedness and executed but the indeptedness and execute such grantor agrees, at its own expense, to take such actions and execute such interest as shall be necessary in obtaining such compensation, promptly surrounds as shall be necessary in obtaining such compensation, promptly surrounds as shall be necessary in the bulling such compensation, promptly affect of the indeptedness of the indeptedness of the indeptedness of the indeptedness of the liability of any person for the psyment of the indeptedness, trustee may (a) (consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the indeptedness trustee may the consent to the making of any map or plat of said iproceptly; (b) join in the consent to the indeptedness trustee may the consent to the indeptedness trustee may the consent to the indeptedness trustee may the consent to the indeptedne

together with trustee's and attorney's tees 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 suction to the highest bidder for cash, payable at the time of sale. Trustee hall deliver to the purchaser its deed in form as required by law conveying the property as sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the compensation of the trustee in a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

surplus, it 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 fustee named herein or to any successor trustee, appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be rested with all title, powers and duties conferred upon any trustee herein named or appointment executed by beneliciary, which, when recorded in the mortisse records of the county or counties in which the proprity is situated, shall be exceeded by the county or counties in of the successor trustee.

11. 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 fire frantier, 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 atterney, 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 substitutions, 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 ully seized in fee simple of said described real proper of one-half of the said property simple of the other one half of previously executed by both part and that he will warrant and forever detend the sar 260.00 feet; thence North 89 52'02" West North 89 52'02" West 1272.60 feet to a West 30.00 feet to the West line of the	ry, the beneficial saic property, ties that is stime against all persons when a said of the said of th	ry being seized in fee except for a deed of trust 11 due and owing on said nonsoever. property, /8 inch iron pin; thence continuing thence continuing North 89°52'02"
The grantor warrants that the proceeds of the loan reprinciples of the interest of the interes	resented by the above describe old purposes (see Important N al person) are for business or is all parties hereto, their hei neticiary shall mean the holde In construing this deed and	od note and this trust deed are: (a) lotice below); commercial purposes.  rs, legatees, devisees, administrators, executors, including pleddee of the contract
*IMPORTANT NOTICE: Dolete, by lining out, which ver a grant of not applicable; it warranty (a) is applicable and in a beneficiary is as such word is defined in the Truti-in-lending Art and Regulative beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevans-Ness Form No. 1319, or exit from pliance with the Act is not required, disregard this notice.	s hereunto set his hand the lor (b) is Robert a creditor on Z, this required	
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)  STATE OF EMERIES. California.  STATE OF EMERIES. California.  State of Mendocino.  This instrument was acknowledged before me on November 1 1989 by  Darlene J. Wentworth.  Walling G. Wentworth.  Notary Publis for Godon's (SEAL).  My commission expires: May [4, 1991.	STATE OF OREGON.  County of	} ss.  wledged betore me on ,  (SEAL)
The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. Yes hereby said trust deed or pursuant to statute, to cancal all evide herewith together with said trust deed) and in reconvey, wi eatete now held by you under the same. Mal reconveyance	st for full reconveyance  nly wher obligations have been poid.  Trustee  indebtedness secured by the are directed, on payment to y makes of indebtedness secured thout vauranty, to the partic and circuments to	toregoing trust deed. All sums secured by said out of any sums owing to you under the terms of by said trust deed (which are delivered to you as designated by the terms of said trust deed the
	THE TANK THE TOTAL THE TRANSPORT OF THE	Beneficiary  Solution before reconveyance will be made.
SSTEVENS-NESS T.AW. PUS. CC. PUR L.	G FTT GTT FGT  GG [A	I certify that the within instrument
AFTER HECORDING. RETURN TO Fee	\$13.00 \$13.00	Evelyn Biehn, County Clerk NAME  By Queline Mulendsee Deputy