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delete court shall adjudde reasonable as the states in the property shall be taken as on such appent. It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminers in domain or condemnation, beneficiary shall have the surplus, if any, to the grantor or to his successor in interest entitled surplus, if any, to the grantor or to nis successor in interest entitled as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and deed as their interest may appear in the order of their priority and for any forther down interest entitled surplus, if any, to the grantor interest entitled as their interest appoint a successor to the appoint as successor in interest entitled surplus, if any, to the grantor interest entitled as their interest and without conveyance to the applied by first upon any reasonable costs and expenses and attorney's leed by beneas their interest and appellate courts, necessarily paid or indeviewed by beneas their interest and appellate courts, necessarily paid or incurved by beneas their interest and appellate courts, at its own expense, to take such actions secured hereby; and grantor agrees, at its own expense, to take such actions and exceute such instruments and are the such actions and exceutes such instruments and are the result.	cluding evidencey's fees mentioned in	t of an appeal from any judgment o	shall apply the proceeds of sale to	payment of (1) the expenses of
8. In the event that any portion condemnation, beneliciary shall have the under the right of eminent domain or condemnation, beneliciary shall have the supplies in the solution of the monies payable within it is a elecis, to require that all or any portion of the monies payable right, it is a elecis, to require that all or any portion of the monies payable as compensation los such taking, which are in excess of the amount required as compensation los such taking, which are in excess and to be elecisitry and to pay all reasonable costs, expenses and attorney's less necessarily paid or beneficiary and point by grantor in such proceedings, shall be paid or incurred by bene- both in the trial and appellate courts, necessarily paid or incurred by bene- bilies y in such proceedings, and the balance applied upon the indebteness liciary in such instruments as shall be necessary in obtaining such com- and execute such instruments as shall be necessary.	ney's fees on such appeal.	, n to sake	attorney, (2) to the obligation see having recorded liens subsequent having recorded nerests may appear	in the interest of the trustee in t in the order of their priority and in the outer of in interest entitled
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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an atlainey, 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 496.505 to 698.585.

19224 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 tor grantor's personal, tamily 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 contruing 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. 1411 • 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. CHRISTOPHER A. NEWTON STATE OF OREGON, County of Klamath) ss. CHRISTOPHER A. NEWTON This instrument was acknowledged before me on ... by .. 85 1.20 Werlesse Y. Aldrig Fir Notary Public for Oregon My commission expires March 22, 1993 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 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: Beneficiary Do not less or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, TRUST DEED sş? FORM No. 881) D. C. BETTY BETTY BETTY THE ROPLE DESCRIPTION County of I certify that the within instrument RELEASE , V. FLEVEND RELEASE was received for record on the day an on sports forest see, 19....., 2263 (j of the and consider within the in book/reel/volume No. on SPACE RESERVED Grantor pageor/as fee/file/instru-FOR ment/microfilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of sectioner Beneficiary County affixed. AFTER RECORDING RETURN TO Aspen Title was many in day of essitisten ------Attn: Sollection Dept. NAME KITLE 18/021-0680 Deputy By

1922

EXHIBIT TO TRUST DEED FOR PARTIAL RELEASE PROVISIONS

THE BENEFICIARIES WILL CAUSE TO BE ISSUED FROM THE LIEN OR CHARGE HEREOF, A PARTIAL RECONVEYANCE OF THE PROPERTY LEGALLY DESCRIBED HEREIN, UPON PAYMENT OF THE SUM OF \$40,000.00.

8.96. V M. D. Diets

EXHIBIT "A"

A parcel of land lying in the SE 1/4 of the NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point which bears South 88 degrees 05' West a distance of 20.4 feet and North O degrees 59' West a distance of 560 feet and South 89 degrees 25' West a distance of 30 feet and North 0 degrees 59' West a distance of 76 feet from the iron pin in the Dalles California Highway which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian and running thence South 89 degrees 25' West parallel to the most Southerly line of Pleasant Home Tracts a distance of 215.5 feet to a point; thence North 0 degrees 59' West parallel to the center line of Wiard Street a distance of 81.6 feet, more or less, to a point which is on the Southerly line of Pleasant Home Tracts; thence North 89 degrees 25' East along the said Southerly line of Pleasant Home Tracts a distance of 215.5 feet, more or less, to an iron pin which marks the Southeasterly corner of Lot 1 Pleasant Home Tracts, and which point is 30 feet South 89 degrees 25' West from the centerline of Wiard Street; thence South O degrees 59' East parallel to the centerline of Wiard Street a distance of 81.6 feet, more or less, to the point of beginning.

CODE 41 MAP 3909-28D TL 2200

STATE OF OREGON: COUNTY OF KLAMATH: ss.