

19132

TRUST DEED

THIS TRUST DEED, made this 20th day of August, 1990, between  
WILLIAM W. CLANTON and EDWINA T. CLANTON, husband and wife,

as Grantor, EXAMINED BOOKS MR. MOUNTAIN TITLE COMPANY as Trustee, and  
MRL KOSTA, Conservator of the Estate of NEVA ANGELINE HOCHES MOSES

as Beneficiary,  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
in Klamath County, Oregon, described as:  
A portion of the NE 1/4 of Section 16, Township 41 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon, described as follows:

All of Blocks 6, 7, 16, 17, 18, 27, 28, 29, 38, 39, and 40, situated in White Lake City, now vacated  
by Order of Vacation recorded March 9, 1955 in Deed Volume 272, at page 595, Deed Records of  
Klamath County, Oregon, TOGETHER WITH the vacated streets and alleys adjoining property described  
by lot and block herein; EXCEPTING THEREFROM the E 1/2 of Lot 10 in Block 28, Lot 1 in Block 39,  
the W 1/2 of Pier Avenue extended South from the North line of Section 16, Township 41 South, Range  
10, East of the Willamette Meridian, to the North line of Oklahoma Avenue; Oklahoma Ave., from  
the West line of the alley in Block 28 extended Southerly to Block 39 East to the centerline of Pier  
Avenue. All situated in White Lake City, now vacated.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise  
connected therewith and real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of such agreement of grantor herein contained and payment of the  
sum of SEVEN THOUSAND FIVE HUNDRED AND NO CENTS  
Dollars, with interest thereon according to the terms of a promissory  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if  
not herein paid, to be due and payable August 20, 1995.

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.

To protect the necessity of this trust deed, grantor agrees:  
1. To protect, preserve and maintain said property in good condition  
and repair, not to remove or demolish any building or improvement thereon;  
not to encumber or burden any part of said property;  
2. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
3. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
4. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

5. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
6. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
7. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
8. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

9. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
10. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
11. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
12. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

13. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
14. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
15. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
16. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

17. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
18. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
19. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
20. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

21. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
22. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
23. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
24. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

25. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
26. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
27. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;  
28. To complete or cause to be completed any building or improvement which may be required or damaged or  
impaired by fire, flood, wind, earthquake, explosion, or other cause, and to maintain the same in good condition;

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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.

This deed 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), or (b) for other purposes as stated on the back hereof.

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 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.

NOTICE: Section 1, by being so, which ever is (a) or (b) is not applicable; if necessary (a) is applicable and the beneficiary is a creditor as such term is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary is not exempt from the Act and Regulation Z by being required to comply with the Act and Regulation Z, Form No. 1119, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of this check is a corporation, see the back of this instrument for appropriate instructions.)

STATE OF OREGON, ss.  
County of Klamath  
This instrument was acknowledged before me on 20 day of August, 1990, by  
William W. Clanton  
Edwina T. Clanton  
Michelle Krueger  
Notary Public for Oregon  
My commission expires: 9-22-90

STATE OF OREGON, } ss.  
County of \_\_\_\_\_ }  
This instrument was acknowledged before me on \_\_\_\_\_  
19\_\_\_\_, at \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_  
Notary Public for Oregon (SEAL)  
My commission expires: \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE  
(to be used only when obligations have been paid.)

To: Trustee  
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

STATE OF OREGON, ss.  
County of Klamath  
Filed for record at request of:  
on this 13th day of Oct, A.D. 1990  
at 10:13 o'clock A.M. and duly recorded  
in Vol. 850 of Mortgages Page 20867  
Evalyn Biehn County Clerk  
By Caroline Muelender Deputy.  
Fee \$10.00



STATE OF OREGON, } ss.  
County of Klamath }  
I certify that the within instrument was received for record on the 20th day of Aug, 1990, at 4:06 o'clock P.M., and recorded in book/reel/volume No. M90 on page 16739 or as fee/file/instrument/microfilm/reception No. 19132, Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evalyn Biehn, County Clerk  
NAME TITLE  
By Caroline Muelender Deputy

AFTER RECORDING RETURN TO  
Mountain Title Company  
222 S. 6th Street  
Klamath Falls, OR 97601

Fee \$13.00

Re-recorded to correct faulty Trustee on Trust Deed from individual to Mountain Title Company

INDEXED

D-11-50860