

31293

TA - 8-3826993-S

WARRANTY DEED (INDIVIDUAL) Vol. A, Pg. 3, Page

26084

RICHARD WEED, SR., J. LARAYNE WATTS and MARIA ANN COY
Carlyle Hutchinson and SARAH HUTCHINSON, husband and wife
 of Klamath, State of Oregon, described as:

Lot 27, Block 1, BRYANT TRACTS, LESS the Easterly 75 feet of the Westerly 170 feet and LESS the Westerly 95 feet, in the County of Klamath, State of Oregon.

~~THIS INSTRUMENT DOES NOT CHARMCE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS DOCUMENT. A FUSER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.~~

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except

See Attached Exhibit "A"
 and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 22,500.00 .

Dated this 6th day of December 19 83

*Richard C. Weed, Sr.
 J. Larayne Watts by Notary Public
 Klamath City, Oregon*

STATE OF OREGON, County of Klamath) ss.

ON the 6th day of December 1983 personally appeared the above named Richard Weed, Sr., Larayne Watts and Maria Ann Coy and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me

Susan P. Patzer
 Notary Public for Oregon

My commission expires: 11-22-86

- The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
- If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

STATE OF OREGON,

County of

Certify that the within instrument was recorded for record on the day of 19 at o'clock M. and recorded in book on page Records of Deeds of said County

Witness my hand and seal of County affixed.

After Recording Return to:

Tax # statements to:
 1983 Carlyle Hutchinson
 6321 Dennis Drive
 Klamath Falls, Or.

ppm No. 1000

By _____ Title _____ Deputy _____

TRUST DEED

26085

THIS TRUST DEED, made this 15th day of September 1977, between
CARLYLE HUTCHINSON AND SARAH G. HUTCHINSON, Husband and wife,
and WILLIAM SISENORE,

17 MATH as grantor, ~~WILLIAM BURKHARDT~~, as trustee, and
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing
under the laws of the United States, as beneficiary:

WITNESSETH:

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

Lot 31 of OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes.

October 25, 1911

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by one or more notes. If the indebtedness secured by this trust deed is ever paid in full, all amounts advanced by the beneficiary may credit payments received by it upon any and all notes or part of any payment on one note and part on another, as the beneficiaries may elect.

The grantor covenants and agrees to pay said note according to the terms and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances, having pre-
sisted over this trust deed; to complete all construction of buildings on
said property within six months from the date of the execution of this
deed; the date construction is hereinafter confirmed; to repair and restore
promptly and in good workmanlike manner any building or improvement on
said property which may become damaged or destroyed by fire or
otherwise, to allow beneficiary to inspect said property at all
times during construction; to replace any work or materials unsatisfactory to
Beneficiary within fifteen days after written notice; to make available
to Beneficiary all tools and equipment necessary for the performance
of all work required to be done; to build all buildings and improvements now or
hereafter required to be made.

the beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obliged to furnish to the grantor further statements of account.

It is mutually agreed that:

- In the event that any portion or all of said property shall be taken under the right of eminent domain or otherwise, it shall be the right of the grantor to require the grantee to pay over to him in full or in part, or to make any compensation or settlement in connection with such taking, and if so elected, to require that all or any portion of the same be paid as compensation for such taking, which sum or sums so paid shall be held by the grantor and shall be used to pay off the amount due him from the grantor.

But for the purpose of providing liquidity for the principal amount of all loans, notwithstanding the manner in which a loan is disbursed, it shall be deemed that the amount of principal outstanding at any time is the amount of principal outstanding at the time the loan was made or the last date of the original application date of the loan, unless at the time the loan was made, grants, or set aside to the benefit of the borrower in addition to the principal amount, any amounts which are disbursed in principal and interest or are payable in respect thereof, as well as any fees, charges, costs, expenses, and other charges due and payable by the borrower in connection therewith, including such items as, if any, and then 1/2 of the amount of principal disbursed prior to the date of the original application date of the loan, whichever is greater. The amount so determined shall be the principal amount of the loan for the purposes of this Article 14, but not less than the highest rate authorized to be paid on loans for the same period of time as set forth in Article 13. If such rate is less than the rate of interest on the loan, then the principal amount shall be computed as the average of the rates of interest on the loan and the principal amount payable to the grantee by virtue of the amount of principal outstanding at the time of the computation.