63502		TRUST DEED	Vol. <u>m93</u>	Page_	14852
THIS TRUST DEED, ma	de this22nd	day of	June		, 1993 , between
Raymond E. Parker a Aspen Title & Escro	nd Kiki D. I v. Inc.	Parker, hus	band and wif	e	, as Grantor, , as Trustee, and
David S. Kurtz and I rights of survivors Grantor irrevocably grant Klamath	nip s. bargains, sells a	WITNESSETH:			
	reterence	t "A" attad made a pari	ched hereto a	and by tl though fi	his ully

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ther with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now erealter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of One hundred five thousand and no/100---note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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

becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is solid and the solid of one-yeed, assigned or alienated by the grantor without tirst having obtained the written consent or approval of the beneficiary; then at the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary as requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for lifing same in the proper public office or offices, as well as the cost of all lines searches may be deemed desirable by the beneficiary may trust the cost of all lines searches as may be deemed desirable by the beneficiary may trust to general search and the property against loss or damage by live and such of an instruction of the property in the property in the property in the property feel of the beneficiary may trust to general search and the property against loss or written in companies accepitable to the beneficiary may trust to prove any such insurance and to deliver the policies to the beneficiary and the search and the property feel and such as a search and the property desired with the property below the property f

It is mutuany agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneshall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, 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 696.505 to 696.585.

TRUST DEED		STATE OF OREGON,	ss.		
Granter	SPACE RESERVED FOR RECORDER'S USE	County of			
Seneficiary		ment/microfilm/reception No			
After Recording Return to (Name, Address, Zip):		Witness my hand and County affixed.	d seal of		
Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601		NAME	MILE		
	· Jersan and Project	Table 1	, Deputy		

which are in secess of the amount required to pay all reasonable costs, expenses and attorney's less ascessarily paid or incurred by granter in such proceedings, shall be paid to benediciary and applied by it third upon any reasonable costs and expenses and attorney's less, both in an applied property in the control of the property of the control of the property of the indebtedness secured hereby; and granter agrees, at its own expense, to take such actions and esecute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request. Sensitiary, payment of it it less and presentation of this deed and hereby and the property of the property is request. Sensitiary, payment of it is test and presentation of this deed and hereby and the property of any map or plant of the property; (b) join in given and expense of the indebtedness, trustee may (c) consent to the making of any map or plant of the property; (b) join in given and expense of the indebtedness, trustee may (c) consent to the making of any map or plant of the property or large three proofs of the recording any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge threefol; (d) reconvery, without warranty, all or any part of the property or any reconvergence may be described as the "person or persons legally entitled thereto", and the recold in this paragraph shall be not less than \$5.

10. Upon any default by granter hereulot, in its own names use or otherwise collect the term, issues and profits, or the property or any part threefol, in its own names use or otherwise collect the term, issues and profits, including those past due and payable. In such an advantage of the property or any part threefol, in its own names use or otherwise collect the terms, issues and profits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the property, and in such order as beneficiary may determine.

11. The netering up

and that the grantor 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) for an organization, or (even it 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.

secured nereoy, whether or not named as a beneficiary nerein.

In constraing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

Do not lose or destroy this Trust Deed OR THE NOTE which it secures.				
held by you under the same. Mail reconveyance and documents to	•			
	ess secured by the loregoing trust deed. All sums secured by the trust payment to you of any sums owing to you under the terms of the ness secured by the trust deed (which are delivered to you herewith			
TO: , Trustee	•			
REQUEST FOR FULL RECONVEYANCE (To be u	sed only when obligations have been paid.)			
MY COMMISSION EXPIRES MAR. 22, 1997	Marlene T. Addington Notaff Public for Oregon My commission expires			
by				
This instrument was acknowl	edged before me on, 19,			
This instrument was acknowl by Raymond E. Parker a	edeed before me on June 22 1993, and Kiki D. Parker			
STATE OF OREGON. County of	Klamath)ss.			
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.	KiKi D. Parker			
*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	Raymond E. Parker			
· -	Rayed & P.			

Beneficiary

EXHIBIT "A"

The S 1/2 SE 1/4 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPT the following parcels thereof, to wit:

PARCEL 1:

That portion of said property conveyed by Frank D. Miles, a single man to P. J. Elliott, by Deed dated December 21, 1937, recorded December 22, 1937 in Book 113 at Page 443, Deed Records of Klamath County, Oregon, described as follows, to wit: Beginning at a point on the East boundary of said Section 26 from which the Southeast corner of said Section 26 bears South 1193.0 feet distant and running; thence South 89 degrees 49' West 100 feet; thence North 50.0 feet; thence South 89 degrees 49' West 2559.0 feet to the West boundary of the SE 1/4 of said Section 26; thence North 60.0 feet; thence North 89 degrees 49' East 2479.0 feet; thence South 64 degrees 50' East 88.5 feet; thence South 72.0 feet to the point of beginning.

PARCEL 2:

EXCEPTING ALSO that portion of said property described as Parcel Four (Unit No. 11) in the United States of America, Plaintiff vs Charles E. Drew, et al., defendants, Civil No. 4253. In the District Court of the United States for the District of Oregon in Judgment of Declaration of Taking and Order Granting Possession, recorded March 11, 1949 in Book 229 at Page 308, Deed Records of Klamath County, Oregon, and also described in United States of America, Plaintiff vs Jack C. Hayes, et al., Defendants, Civil No. 4726. In the District Court of the United States for the District of Oregon in Order Fixing Value, Final Judgment in Condemnation and Order Disbursing Funds, recorded March 9, 1951 in Book 246 at Page 73, Deed Records of Klamath County, Oregon, and described as follows: to-wit: Beginning at a point in the Easterly boundary of the SE 1/4 of said Section 26, distant there along North 126.7 feet from the Southeast corner of said Section 26, said point being also distant North 165 feet from the center line of Lost River Diversion Channel Enlargement running thence from said point of beginning, South 89 degrees 58' West 2658.0 feet to a point in the Westerly boundary of the SE 1/4 of said Section 26, distant there along North 128.2 feet from the South quarter corner of said Section 26, said point being also North $\tilde{1}65$ feet from said center line of Lost River Diversion Channel Enlargement; EXCEPTING THEREFROM all that portion thereof lying within the present boundaries of the right of way for Lost River Diversion Channel owned by the United States of America.

Continued on next page

EXHIBIT "A" CONTINUED

PARCEL 3:

EXCEPTING ALSO that portion of said property conveyed to City of Klamath Falls, a municipal corporation of the State of Oregon by Deed dated February 15, 1955, recorded February 16, 1955 in Book 272 at Page 328, Deed Records of Klamath County, Oregon, described as follows:

Beginning at the Northwest corner of the SW 1/4 SE 1/4 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, said corner being on the center line of the U.S.B.R. drainage canal; thence South 89 degrees 57' 15" East along the centerline of said canal, a distance of 1026.63 feet to a point; thence South 68 degrees 29' 45" West a distance of 1107.04 feet to an iron pin; said pin being on the Westerly one-quarter section line of the SE 1/4 of said Section 26; thence North 0 degrees 27' 45" East along said one-quarter section line a distance of 406.77 feet to the point of beginning.

PARCEL 4:

EXCEPTING ALSO that portion of said property conveyed to City of Klamath Falls, a municipal corporation of the State of Oregon by Deed dated September 16, 1955, recorded September 21, 1955 in Book 277 at Page 468, Deed Records of Klamath County, Oregon, described as follows: to-wit: Beginning at an iron pin on the West line of the SW 1/4 of the SE 1/4 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, said pin being South 0 degrees 27' 45" West a distance of 408.54 feet from the Northwest corner of said SW 1/4 SE 1/4 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian; thence North 68 degrees 29' 45" East a distance of 1107.04 feet, to a point on the North line of the said SW 1/4 SE 1/4, said point being also the center line of the U.S.R.S. drainage ditch; thence South 89 degrees 57' 15" East along said North line of the SW 1/4 SE 1/4 a distance of 53.50 feet to a point; thence South 21 degrees 30' 15" East a distance of 1312.11 feet to an iron pin; said pin being on the Northerly right of way line of the Lost River Diversion Canal and being within the SE 1/4 of the SE 1/4 of said Section 26; thence North 89 degrees 49' 09" West along said Northerly right of way line a distance of 1571.10 feet to an iron pipe, said pipe being on the West line of said SW 1/4 SE 1/4 of Section 26; thence North 0 degrees 27' 25" East along said West line a distance of 809.83 feet to the point of beginning.

CODE 170 MAP 3909-2600 TL 1600

STATE OF OREGON: COUNTY OF KLAMATH:

STATE OF (OREGON: COUNTY OF			the	23rd	day
Filed for red	cord at request of	19 <u></u> at	o'clock ivi., and do	uly recorded in V		
01	of	Mortgages	Evelyn Biehn	County Clerk		
	e25 AA		By Silver	Carried Land		

\$25.00 FEE