

78080 March 19 1924 between

Grantor, as Trustee, and Beneficiary, Klamath County, Oregon

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

TOGETHER WITH ALL AND SINGULAR THE APURTAINMENTS, INCUMBRANCES AND APPURTAINANCES AND ALL OTHER RIGHTS THEREUNTO BELONGING OR IN ANYWISE NOW OR HEREAFTER APPURTAINING, AND THE REASONS, ISSUES AND PROFITS THEREOF AND ALL LIENS 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 Thirty One Thousand Four Hundred Seventy Two Dollars And 02 Cents

to be due and payable to beneficiary on or before the date stated above, with interest thereon according to the terms of a promissory note...

The date of maturity of the note secured by this instrument is the date stated above, on which the final installment of the note becomes due and payable...

The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees to do the following: 1. To protect, preserve and maintain the property in good condition and repair...

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon...

3. To comply with all laws, ordinances, regulations, covenants and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements...

4. To provide and continuously maintain insurance on the buildings, now or hereafter erected on the property against loss or damage by fire and such other hazards...

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed against the property...

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trust incurred in connection with or in enforcing this obligation...

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary of trustee, and in any suit or action or proceeding in which the beneficiary or trustee may appear...

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the moneys 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...

WARNING: The USC (701) regulates and may prohibit exercise of this deed. The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

STATE OF OREGON, County of Klamath, I, Notary Public, do hereby certify that the within instrument was received for record on the day of March 19 1924 at the hour of 10:00 AM.

Witness my hand and seal of said County, Klamath, Oregon, this 19th day of March, 1924.

By: [Signature] Deputy

Notary Public, Klamath County, Oregon

Witness my hand and seal of said County, Klamath, Oregon, this 19th day of March, 1924.

By: [Signature] Deputy

Notary Public, Klamath County, Oregon

...shall be paid by the grantor... the costs for endorsement... the balance applied upon the indebtedness...

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver...

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies...

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence...

13. After the trustee has commenced proceedings for foreclosure of the trust deed, the grantor or any other person is privileged by ORS 86.133, may cure the default or defaults...

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney...

15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder...

16. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for personal, family or household purposes...

17. In consideration of the premises, the grantor, trustee and/or beneficiary may each be more than one person; that if the number is less than three, the number shall be stated in the plural, and that generally all grammatical changes shall be made...

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

GRANTOR: [Signature]

TRUSTEE: [Signature]

NOTARY PUBLIC FOR OREGON: [Signature]

WITNESSES: [Signatures]

STATE OF OREGON, County of []

Subscribed and sworn to before me on this [] day of [] 19[]

Notary Public for Oregon

Official Seal of Notary Public for Oregon

Request for Full Reconveyance (To be used only when obligations have been paid.)

TO: [Name]

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied...

DATED: [Date]

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Notary Seal and Commission Information

EXHIBIT

Beginning at an iron pin marking the Southeast corner of the SE 1/4 NW 1/4 of said Section 11, said point being the Northeast corner of "Perry's Addition to Lloyds Tracts" Subdivision; thence South 89 degrees 50' West along the South line of the S 1/2 SE 1/4 NW 1/4 of said Section 11, a distance of 201.90 feet to an iron pin on the Westerly right of way line of Hope Street; thence North 0 degrees 17' East along said Westerly line of Hope Street, a distance of 282.13 feet, more or less, to the Northeast corner of that tract of land conveyed to Reginald E. Bristler and A. Marion Bristler, recorded December 4, 1964 in Book 358 at Page 438, Deed Records of Klamath County, Oregon; thence continuing North along said Westerly line of Hope Street a distance of 92.00 feet to a point; thence West 138.16 feet, more or less to a point 92 feet North of the Northwest corner of said Bristler tract on the Westerly line of said tract extended Northerly; thence South along said Westerly line extended Northerly to the Northwest corner of said Bristler tract; thence Easterly along the North boundary line of said Bristler tract a distance of 137.88 feet to the Westerly right of way line of Hope Street to the point of beginning.

Word: 40 Map: 000-1111-15-5700

STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at _____ Aspen Title Co. _____ the 25th day
of _____ March _____ 1964 at _____ 3:52 o'clock _____ P. M., and duly recorded in Vol. _____ M94
of _____ Mortgages _____ of Page _____ 8936

FFB \$20.00

By _____ County Clerk

By Caroline Miller