10-10-95A10:18 RCVD K-48475

Vol. <u>1995</u> Page 27222

THIS TRUST DEED, made on day THOMAS C. COX and LISA M. COX, husband and wife , as Grantor, of October KEY TITLE COMPANY, an Oregon Corporation

between

as Trustee, and

ELLA SUSAN FLURY, an individual, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as: SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter 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 according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Chocae 10, 2005

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. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the 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. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, convey or assignment.

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To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste or said 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 assis incurred therefor.

3. To comply with all laws, ordinances, regulations, cownants, conditions and restrictions affecting the property; if the beneficiary and to pay for filing same in the proper public of coron offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the coron offices, as well as the cost of all lien searches made by filing officers or 4. To provide and continuously maintain insurance under the buildings now or hereafter erected on the property against loss or damage written in companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if grantor shall reign any ordinary as soon as insured; if grantor shall reign any procure same at grantor's expression amount collected under any fire or other insurance policy may be applied by the efficiary way procure same at grantor's expression amount collected under any fire or other insurance policy may be applied by entire annount so collected, or any part thereof, may be used norder as beneficiary may procure same at grantor's expression and ordinary and promptly deliver receipts the refor to beneficiary way be necessed upon or against said property before a major and promptly deliver receipts the refor to beneficiary and to such applica

It is mutually 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, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are

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.

\*WARNING: 12USC 1701j3 regulates and may prohibit exercise of this option.

\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED	STATE OF OREGON, Ss.
THOMAS C. COX and LISA M. COX PO BOX 326/17 LAMBVIEW, OR 97630 97733 CRESCENT Grantor ELLA SUSAN FLURY 2857 WILDRIVER DRIVE ROSEBURG, OR 97470 Beneficiary  After recording return to	I certify that the within instrument was received for record on the day of at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm /reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.
KCT	By Deputy

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness securred hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly properly the property of the property; (b) join in granting any easement or creating any restriction thereton; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person of persons legally entitled thereto," and the rectilast herein of any matters or facts shall be conclusive proof of the truthfulness thereof. It is own any default by grantor hereunder, beneficiary may at any time white the property of the property of the appointed by a court, and without regard to the first of the property. The grantee in any reconveyance may be described as the "person of persons legally entitled thereto," and the rectilast herein of any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon any default by grantor hereunder, beneficiary may at the white property, and the application of the property to be appointed by a court, and without regard to the first of the property, and the property of the property, and the property and the property of the property, and the property of the property, and the property of the property, and the property of the p entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto 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.

(b) You was represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family, or household purposes.

(b) You was represented by the warranty that does not apply!

(b) You was represented by the warranty that does not apply!

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 beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee, and/or beneficiary may each be more than one person; that if 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, said crantor has expressible to the day and year first above written.

DENNIS ROY HANTERD

NOTARY PUBLIC-OREGON.

COMMISSION EXPIRES DEC. 23, 1995

MY COMMISSION EXPIRES DEC. 23, 1995

STATE OF OREGON. County of Descriptions of Deschutes STATE OF OREGON, County This instrument was acknowledged before me of By THOMAS C. COX and LISA M. COX 1995 12/23/95 My Commission Expires\_ ublic for Oregon REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid)

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. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:

DATED: 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.

Beneficiary

COMMENCING AT THE ONE-QUARTER CORNER BETWEEN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 8 E.W.M., AND SECTION 1 OF TOWNSHIP 25 SOUTH, RANGE 8 E.W.M., AND RUNNING NORTH 0°32' EAST FOR 881.76 FEET; THENCE SOUTH 89°15' EAST A DISTANCE OF 1008.2 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°15' EAST A DISTANCE OF 260 FEET; THENCE NORTH 24°52' EAST A DISTANCE OF 131.48 FEET; THENCE NORTH 89°15' WEST A DISTANCE OF 313.72 FEET; THENCE SOUTH 0°45' WEST A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING. SAVING AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LIMITS OF THE DALLES CALIFORNIA HIGHWAY RIGHT OF WAY, COUNTY OF KLAMATH, STATE OF OREGON

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