1999 JUN 21 AM 11: 29

TRUST

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MATHAN L. BUCKLEY and MISTY D. MORRIS
690 MILLER ISLAND ROAD
RLAMATH FALLS, OR 97603
Grantor
THE ESTATE OF WARREN E. ROBERTS
419 E. MAIN STREET
RLAMATH FALLS, OR 97601

48154 - MO

After recording return to: ESCROW NO. MT48154-MC

Beneficiary

AMERITITLE 222 S. 6TH STREET KLAMATH FALLS, OR 97601

THIS TRUST DEED, made on JUNE 21, 1999, between NATHAN L. BUCKLEY and MISTY D. MORRIS, with the rights of survivorship , as Grantor,

AMERITITLE THE CONSERVATOR OF THE ESTATE OF WARREN E. ROBERTS, A PROTECTED PERSON, Beneficiary, and BARBARA KOSTA.

WITNESSETH:

bargains, sells and conveys to trustee in trust, with
County, Oregon, described as: Grantor irrevocably grants, barg power of sale, the property in KLAMATH

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER WITH A 1972 FLEETWOOD MANUFACTURED HOME, OREGON LICENSE NUMBER X-068693, SERIAL NUMBER S14226, WHICH IS SITUATED ON THE REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A".

*** THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE MATURITY DATE ***

together with all and singluar 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

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of "SIXITY THOUSAND" bollars, with interest thereon 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 bune 21, 2004.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final instalment 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 and the property of the structure of the maturity dates expressed therein or any or any pay thereof, or any interest therein is sold, agreed to be afternooned by the single payable by a structure of the maturity dates expressed therein or To protect the security 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 commit or permit any waste of said property.

2. To complete or restore prompty and in good workmanlike manner any building or improvement which may be constructed, dated of confestive of the rent of the structure of the structure

decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said 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.

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by 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 indubtedness secured hereby; and grantor agrees, at its own expenses, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon been control the feeling the liability of any person for the payment of the feeling the liability of any person for the payment of the feeling the liability of any person for the payment of the indubtedness. Irustree may (a) consent to the making of any map or plat of said property; (b) join in granting any easement of recasting any restriction thereton; (c) ion 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 or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the trutfillness thereof.

Trustee's fees for any of the services mentioned in this paragraph shall be not less than 55.

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Trustee's fees for any of the property or any part thereof, in its own state of the property or any default by grantor hereunder, beneficiary may at any time without one, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any services of operation and ellection, including the property, and the application of the property to be appointed by a court, and without regard to the adequacy of any services of operation and ellection, including reasonable attorney, fees upon any indebtedness s

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 morngage 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.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This

seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and lorever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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) for an organization, or (even if 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 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 mortgage, it is understood that the mortg

County of X edged before D. MORRIS ent was acknowl BUCKLEY and MISTY 11/16/9 My Commission Expires__ OFFICIAL SEAL KRISTI L. REDD NOTARY PUBLIC - OREGON COMMISSION NO. 048516 COMMISSION EXPIRES NOV. 16, 1999

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid) , Trustee 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 rustee for cancellation before reconveyance will be made.

Beneficiary

28032

EXHIBIT "A" LEGAL DESCRIPTION

Beginning at a point which is 330 feet West of the Northeast corner of Government Lot 6 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence Easterly along the North line of said Section 29, a distance of 756 feet; thence Southerly parallel to the East line of Government Lot 1 and 6 to a point on the South boundary of Government Lot 2 of said Section; thence West along the South boundary of Government Lots 2 and 1 a distance of 756 feet, more or less, to a point that is 330 feet West of the Southeast corner of said Government Lot 1; thence North to the point of beginning. SAVING AND EXCEPTING THEREFROM that portion thereof lying within the right of way of Miller Island Road.

State of Oregon, County of Klamath
Recorded 6/21/99, at ____/1:29 a. m.
In Vol. M99 Page __24280 ____
Linda Smith,
County Clerk Fee\$________ Kl

State of Oregon, County of Klamath Recorded 7/13/99, at 3:36 p. m. In Vol. M99 Page 28030 Linda Smith, P/R County Clerk