

48620

VOL. 10176

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT DALE E. MEINTS and MILDRED M. MEINTS, husband and wife, hereinafter known as grantors, for the consideration hereinafter stated have bargained and sold, and by these presents do grant, bargain, sell and convey unto CHARLES D. BURY and JUDITH E. BURY, husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 14 in Block 4 of SECOND ADDITION TO MOYINA.

Subject to: Rules, regulations, liens and assessments of South Suburban Sanitary District; Reservations on the Plat and in the Dedication of Second Addition to Moyina; Easements and rights of way of record and those apparent on the land.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 31,900.00
~~However, the actual consideration includes other property which is part of the consideration.~~
 (Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as on estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 13th day of November, 19 70

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON, County of Klamath) ss. November 13, 19 70
 Personally appeared the above named Dale E. Meints and Mildred M. Meints, husband and wife,
 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

John A. Meass
 Notary Public for Oregon
 My commission expires 7-2-74

After recording return to:

LPSYL

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 13th day of November, 19 70, at 3:05 o'clock P. M., and recorded in book M70 on page 10176 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk-Recorder

Deputy

Fee \$1.50

From the Office of
 GANONG, GANONG & GORDON
 First Federal Building
 Klamath Falls, Oregon 97601

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which said
 rent, issue
 having to be
 apparatus, or
 found, shades
 described pro
 each agreement
 \$ 29,700.00
 Secretary or clerk
 D.C.
 If any, as may be found
 having an interest in the
 more to record in the
 any of said notes or the
 as the beneficiaries may elect
 here in the grantor hereby
 are and the said premises
 executors and administrators
 against the claims of all persons
 The grantor covenants and
 shall property to the said
 or her heirs, assigns, and
 hereafter constructed and
 property and date constructed to be
 said property when a survey is
 fact is shown thereon.

10178

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the 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 the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Charles D. Bury (SEAL)
Judith E. Bury (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 13th day of November, 1970, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named:

CHARLES D. BURY AND JUDITH E. BURY, husband and wife

to me personally known to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)
NOTARY PUBLIC
STATE OF OREGON

Notary Public for Oregon
My commission expires: 8/16/73

Loan No. _____	STATE OF OREGON } ss. County of Klamath
TRUST DEED	
TO Grantor	I certify that the within instrument was received for record on the 13 th day of November, 1970, at 3:06 o'clock PM. and recorded in book M70 on page 10177 Record of Mortgages of said County.
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	Witness my hand and seal of County affixed.
Beneficiary	Wm. D. Milne County Clerk
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	By <i>Phyllis Rutledge</i> fee \$1.50

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19 _____

by _____

NOV 17 4 44 PM 1970

together with the
Witness

STATE OF OREGON
County of Klamath
before me, the