me 75 10015625 FORM No. 881-Oregon Trust Deed Series. 81.57 TRUST DEED THIS TRUST DEED, made this 8th day of DECEMBER MARK WINTHER, a single man KLAMATH COUNTY TITLE COMPANY, an Oregon corporation and MARTIN DEVELOPMENT CORPORATION, a California corporation A-2640 2 , 1975 , between , as Grantor, , as Trustee, , as Beneficiary,

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

Lot 5 in Block 5 of Tract No. 1093, Pinecrest, according to the official Plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Subject to exceptions, easements and rights of way of record and those apparent on the land.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and ap-purtenances and all other rights thereauto belonging or in anywise now or hereafter appendiating, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Seven Thousand and no/100 sum of severing to the tenew of a compiserum note of sum data herewith pueple to herefoliery of order and motion by denote the therem second to the tenew of a compiserum note of sum data herewith pueple to herefoliery of order and motion by denote the

sum of Seven Thousand and no/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the 

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sum of thereon according to the terms of a promissory note of even date her final payment of principal and interest hereol, if not sconer paid, to the final payment of principal and interest hereol, if not sconer paid, to the To protect, preserve and maintain said property in scod condition and repair; not to termit any waste of said property. The scone of demokating or improvement which may be reduced, diracted, diract

The solution of the frint court, grantor turning the beneficiary's or trustee's attor-peliate court shall adjudge reasonable as the beneficiary's or trustee's attor-peliate court shall adjudge reasonable as the beneficiary shall be taken is in the event that any portion or all oi said property shall be taken as compression for such taking, and and any portion of the monirs payable right, if it so elects, to require that all or any portion of the monirs payable as compression for such taking, which are in excess of the amount required to pay all reasonable costs, proceedings, shall be paid to beneficiary and incurred by grantor in any reasonable costs and expenses and attend by bene-both in the trial more independent of the balance on price of the indebicted feiling in such and grantor agrees, at its own expense, rike such actions accured network and grantor agrees, at shall be necessary in obtaining such com-and execution of the left is less and presentation of this deed and the less ficiary, payment of its less and presentation of this deed and the left of the result of the left of the less and presentation of this deed and the left of the result of the left of the left of the taken and the left of the result of the left of the taken and the left of the tright of the taken and the left of the taken and the left of the such and grantor agrees, at its own expense, on written request of bene-pensation, roumptly upon beneficiary's request.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee simple of said described real property and has a valid, unencumbered title thereto

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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attarney, who is an active member of the Oregen State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance company authorized to insure title or real property of this state, its subsidiaries, affiliares, agents or branches.

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law and proceed to loreclose this trust deed in the manner provided in ORS 88.740 to 86.795. 13. Alter default at any time prior to live days before the date set by the truster for the truster's sale, the grantor or other person so privileged by ORS 88.760, may pay to then due under the terms of the trust deed and then due under the terms of the trust deed and the abligation secured that the obligation and truster's and altorney's coloring for each other than such option of the principal as would not then ceding for each other than such option of the principal as would not then the due half on default occurred, and thereby cure the delault, in which event all toreclosure proceedings shall be due to the date and at the time of 14. Otherwise, the sale shall be hald on the date and at the time of

he due had no derault occurren, and interest cure inte detault, in which event all loreclosure proceedings shall be dismissed by the trustee. I. 4. Otherwise, the sale shall be held on the date and at the time and proceedings the sale shall be held on the date and at the time and in one parcel or insegrate parcels and shall sell be parcel or parcels at an one parcel or insegrate parcels and shall sell be time of sale. Trustee shall deliver to the purchase ti deed in homonor or warranty, express 4 r in-plied. The recitals in the deel of monor or warranty, express 4 r in-plied. The recitals in the deel of monor or warranty, express 4 r in-but delivers to the purchase of the sale. I. 5. When trustee ell submant of the sale. I. 5. When trustee ell submant of (1) the expenses of sale, in-shall apply the procession of the trustee and a reasonable charge by it meters attorney, conduct lines subsequent to the interest of labe charge by it mustees attorney conduct in the deel of or to the submass of the trust while apply the procession of the trustee and a reasonable charge by it meters attorney, conduct lines subsequent to the interest of the interiority and (4) the surplus. it any, to the grant parcels for the bar bar interest attorney. If the procession permitted by law benelicing may from time to the surplus.

deed as near meress and meres to the base of the successor in interest entitled to such surplus. If any, to the grantor or to his successor in interest entitled to such 16. For any reason permitted by law beneliciary may from time to surplus. If a successor or successors to any trustee merest herein or to any fine appoint a successor trustee, the latter shall be wated with all title, conveyance the successor trustee, the latter shall be wated with all title, conveyance during the successor trustee, the latter shall be made by written hereunder. Ugan substitution shall be made by written hereunder, secured by beneliciary, containing reference to this trust deed instrument execured the county or counties in which the property is situated. Clerk or Recorder of the county or counties in which the property is situated. The successor trust exects this trust when this dead, thuly rescured and 17. Trustee accepts this trust when this dead, thuly rescured is not acknowledded is made a public record as provided by law. Trustee is not acknowledded is more on proceeding in which grantor, beneliciary or trustee trust or of any action or proceeding in which grantor, beneliciary or trustee. shall be a party unless such action or proceeding in which grantor, beneliciary or trustee.

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\* 15626 and that he will warrant and forever delend the same against all persons whomsoever. alert R 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, household or agricultural putposes (see Important Notice below). (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes. 120-30 170-30 purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. Mark Winther \* 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 or such word is defined in the Truth-in-lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making regularid disclosures; for this purpose, if this instrument is to be a FIRST lime to finance the purchase of a wirediting, use Stevent-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevent-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. 13. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) ) ss. STATE OF OREGON, County of STATE OF OREGON, County of K. La math Personally appeared the above named Mark. Winther . , 19 Íss. and Personally appeared who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the and acknowledged the loregoing instrusecretary of a corporation, and that the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: ment to be woluntary act and deed. \_**∖\_`** (OFFICIAL SEAL) - Notary Public tor Orekon (OFFICIAL SEAL) Notary Public for Oregon My commission expires: · Depr 30, 1977 My commission expires: (\_Deputy ALES LAW PUR. CO. FORTLAND. OR. 1 9 1 j. 15.62 2 5 . . H õ TRUST DEED within record Sid ¥. bisi on page 8157 11 4 KUN AL s of sa hand 1.26 the М., (Jun 881 ) OREGON 1. number <sup>8</sup>] Mortgages clock<sup>P</sup>... ů. that received of DE ぐ 71/22 Tu JLERK and a M. D. MILNE. { FORM ંઘ E CONTRACTOR County of I certify ent was received ch. day of 3;30 o'clo affixed. k N file n 1 of M Witne Byffa STATE OF Q. 13 or as fi Record S. County T.S. 1.4 põ 1.1 1 00 in at 67 1 th រដ្ឋ ភូមិ ស REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 1.50 Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: 1 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 said trust deed or pursuant to statute, to cancel all evidences or indeprediences secured by said thest deed which are converse 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. Mail reconveyance and documents to Star Star THE STREET DATED: and the second s Beneficiary 1 destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for canceliation before hit in 12/10 L'allon A. zator 2. ( to moved \_\_\_\_

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