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|   | WIS LAW PUBLISHING CO., PORTLAND, OR. 97204 |
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| FORM No. 681-Oregon Tosi Deed Strites-INVI Deed | 76° Page 11650 (1)                          |
|   | 19 76, between                              |
| THIS TRUST DEED, made this 29th day of July<br>THOMAS R. SPARKS and DEBRA L. SPARKS, Husband and Wife   | , as Grantor,                               |
| MOUNTAIN TITLE COMPANY, an Oregon Corporation   | , as Trustee,<br>, as Beneficiary,          |
| and IVEY M. DALRYMPLE   |   |

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

Lot 14, Block 72, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 Unit 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together appertaining, and the rents, issues and proits thereod and all fixtures now or hereafter attached to or used in connections with said real estate.
Together PHEPERED SE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantog, the 1982.
Together PHEPERED and interest hereof, if not scorer paid, to be due and payable to beneficiary or order and made by grantog, the 1982.
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates existed therein, and at the option of the holder thereol, upon demand, shall become immediately due and payable.
To protect the security of this instrument and granters.
To complete or restore promptly and in good and workmanike on any building or improvement which may be constructed, damaged or improvement which may be constructed, damaged or improvement which may be constructed, damaged or in any building or improvement which may be described to pay for link space thereon, and pay when due all costs incurred thereon.
To comply with all laws, ordnances, regulations or other agreement of the induing thereas or laces of any or protein the equations when due all costs incurred thereon.
To comply with all laws, ordnances, regulations or other agreement of the induing thereas or lace

becomes due and payune. In the event the within described project, sold, conveyed, assigned or aliennted by the trustor, all obligations pressed therein, and at the option of the holder thereol, upon deman The above described real property [] is 2[] is not (state which The above described real property [] is 2[] is not (state which the prove of the trust deal, grantor affrees:
 To complete or restore romany and property in good condition and provine of thereins and report in converse or demandian said property in good condition. To complete or restore prompting and negotiation of the trust deal, grantor affrees:
 To complete or restore prompting and negotiation of the trust deal, grantor affrees:
 To complete or restore prompting and negotiation of the trust deal, denaged or destroyed thereon, and pay while described read in geoder and worknamike manner, any building or improvement which may were regulated and continuous the described or the said property. If the benelicity to request, to form and restoring such intractic statements pursuant to the Uniform Commute proper public office or ollies, an well as the constant to the building.
 To complete and continuously maintain insurance on the building and other beaards as the thereid to the basis of a said property. The molecular such and the proper public office or the said premises against loss or damage by the bonelicity. To provide and continuously maintain insurance on the building of interaction of any policy of insurance intow or hereafter placed on synch insurance intow or hereafter placed on synch insurance and to prove any able to the latter; all comparises against does or damage by the form any and before the building the hereafter placed on synch insurance in the said premises damage or soon as insured; of the damage of the basis of the damage or investidate any determined, may be released to participation or soon as insured; the thereafter of the basis of the damage or soon as insured; for

trial and approximate the balance approximate to lake such activity, in preceduring, and the balance approximate to lake such activity such instrumentations that be necessary in obtaining such con-such instrumentations in the two written request of bene-ary of its best and presentation of this deed and the note for the base of tuil reconveyances, for cancellation, without altecting of any person for the payment of the indebtedness, trustee may of any person for the payment of the indebtedness, trustee may

liciary, pr endorseme the liabili

I pioniss inclusion and collection, including reasonable attor-upon any indebtedness secured hereby, and in such order as bene-ony determine. The entering upon and taking possession of said property, the of such rent: issues and profits, or the proceeds of the and other policies or compensation or awards for any taking or damage of the and the application or release thereof as adversaid, shall not cure or and the application of clease thereof as adversaid, shall not cure or and the application of default hereunder or invalidate any act done liciary ma 11. collection insurance property, waive\_any - pursuant 12.

collection of such rents, issues and profiles, of the proceeds of the link and the in-property, and the application or release thereol as alterward, shall not cure or waive any default on notice of delault hereander or invalidate any act done pursuant to such builts. I. Upon delault by grantor in payment of any indefinedness serured hereby or in his performance of any agreement hereomder, the beneficiary may hereby or in his performance of any agreement hereomder, the beneficiary may hereby or in his performance of any agreement hereomder, the beneficiary may hereby or in his performance of any agreement hereomder, the beneficiary may hereby or in his performance of any agreement hereomder, here the second of the second of the and if the above described real property is can prove to foreclose this trust declare all sums secure of hereby investigation of the second of the second and if the above described real property is not so currently used, the bene-licary at his election may proceed to foreclose this trust deed in equily as a licitary at his election may proceed to foreclose this trust deed by advertisement mortgade or direct the trust the beneficiary or the trustee shall execute and and sale. In the latter borner to foreclose this trust deed in the manner pro-sald describes the above the foreclose this trust deed in the manner pro-required in DRS 86.740, to 86.795. When alter delault at any time prior to five days belore the facts set by the truste for the trust the grantor of other presens so privat, despe-tively, the entire annount then due under the trust here and dored and the thruste. Box there shall accurre shall be the day to be trusted for the trust the statist the since and state struct end all oreclosure proceedings shall be able on the trust the since and set and the due and no delault occurred, and the by due there and the due and no the babil cocurred by the truste. all loreclosure proceedings shall be held on the date and at the time and the due and no delault occurred, and the baby d

8.6. For any reason nermitted by law beneficiary may item in appoint a watersoor or successors to any trustee named herein or to appoint a watersoor or successors to any trustee named herein or to spring to the successor trustee, the latter shall be vested with all re and duties conferred upon any trustee herein named or appoint reder, Each such areas itement and within the state of a named or appo-inder, the successor trustee, the ubstitutes herein named or appo-inder, the such appointment and within the successor trustee. written st\_deed County Itunted acknowled obligated trust or shall be

NOTE: The Trust Deed Act provides that the trustee hereunder must be either on attorney, who is an active member of the Oregon State Bar, a or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to property of this state; its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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Contraction of the

11651 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of suid described real property and has a valid, unencumbered title thereto and that he 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, household or agricultural purposes (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 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 us 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. Thomas R. Spartes **TIMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not opplicable; 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 required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, dicregard this notice. Thomas R. Sparks Car St Debra L. Sparks 14:3 (if the signer of the above is a corporation, use the form of acknowledgment opposite.) IOR5 93,4901 STATE OF OREGON, County of. ) 55. STATE OF OREGON, 19 County of Klamath. and Personally appeared ... 19 76 who, being duly sworn, each lor himsell and not one for the other, did sny that the former is the July 29 Personally appeared the above named. Thomas R. Sparks and Debra L. president and that the latter is the 10 Sparks, Husband and Wife, secretary of a corporation, and that the seal allixed to the foregoing instrument is the corporate seal of snid 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. and acknowledged the foregoing instru-·'s ..... ment to be their .voluntary act and deed. (OFFICIAL Before Sona: SEAL) Refore me: Widre (OFFICIAL SEAL) Notady Public for Oregon My commission expires: 7/19/78 Notary Public for Oregon  $\sim$ My commission expires: ö Deputy 10976 County TRUST DEED 6 2 697 Oregon said TITLE COMPANY KLAMATH hand Da the 188 N ö WM. D. MILNE OF OREGON FRK Б Attention: Milly A number ..... Mortgaĝes 6.00 ŝ Street 407 Main Street Klamath Falls, лv clock. В (FORM affixed Witness ъ ័ö 76 FEE MOUNTAIN Cer County Was file fof bookM 8:42 STATE County cord as P R ្ព REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid reation is the get ..... Trustee TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by sale 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. Mall reconveyance and documents to DATED Beneficiary Do not lose or delifing this Trial Dood OR THE NOTE which II secures. Both must be delivered to the truitee for conceltation before reconveyance will be made.

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