

18840 A-27275

day of September

19 76 between

THIS TRUST DEED, made this 3rd day of May, 1964, by and between KIAMCO, INC., a Nevada corporation,

WILLIAM P. BRANDENESS,

and WILLIAM D. DURANT REAL ESTATE

WITNESSETH:

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

Lots 22, 23, 24, 27, 28, 29, 30, 31 and 32 in Block 11 of Industrial Addition to City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

70 SEP 10 PM 3 13

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 said real estate.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$14,400.00 Dollars, with interest thereon at the rate of No/100ths and made by grantor, the

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of sum of \$14,400.00 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 sum of Fourteen Thousand Four Hundred and No/100ths (\$14,400.00), May 15, 1977.

The above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any instrument attached hereto creating any restriction thereon; (c) join in any instrument attached hereto releasing all or part of their interest in or charge against said property; and

[illegible][illegible][illegible][illegible][illegible][illegible]

NOTE: The Trust Dead Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a 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 to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

14238

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said 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 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 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 feminine 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.

* 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 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, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of _____,

Personally appeared the above named _____, 19____,

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON, County of _____ Klamath _____ ss.
Sept. _____, 1976

Personally appeared Robert E. Garrison and _____ 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 secretary of Klamco, Inc.

a Nevada corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

TRUST DEED

(FORM No. 881)

Grantor

Beneficiary

ss.

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 10th day of September, 1976, at 3:13 o'clock P.M., and recorded in book M76 on page 14237 or as file number #18840 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne, County Clerk

County Clerk

Title

Deputy fee 6.50

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

ret. Kl Co Title

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

To: William P. Brandsness, 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. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

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.