MERCENCER, 57. Sec. 5 m 122 38-11966 11 FORM No. 881-Oregon Trust Deed Series. Page (R) TE TRUST DEED 23733 ł¢ in the . 19. 76. between day of October THIS TRUST DEED, made this \_\_\_\_\_17th Ronnie J. Stewart and Erna May Stewart, husband and wife , as Grantor, ... as Trustee, Transamerica Title Company ....., as Beneficiary, Betty Ahern and WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: Klamath County, Oregon, described as: Lot Nine (9), Block Twenty (20), Third Addition River Pine Estates, 14-9-12 in. Klamath County, State of Oregon according to the official plat thereof on file with the County Clerk of Klamath County and Subject to the Building and Use Restrictions, appurtenant thereto and on file in volume M-73, Page 6940, Deed of Records. This property is not currantly used for Timber, Agriculture, Grazing or Mining Purposes. 5 1 which said described real property does not exceed three acres, together with all and singular the tenemionts, hereditaments and ap-purtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, 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 granter herein contained and payment of the Ľ sum of .Two .Thousand Seven Hundred Fifty 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 final payment of principal and interest nereor, it not submer part, for To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair, not o remove or demolish any building or improvement thereon; not to 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. To comply with all laws, ordinances, regulations or orequests, to join in executing such financing said property; if the benefic of this so requests, to cion the beneficiary may require and to point all lien searches made by fing officers or searching agencies as may be deemed desirable by the beneficiary. efficiency. efficiency or herealter erected on the said premises against loss or damage by fire such other haaards as the beneficiency may from time to time require, in Now and proceed to force the minutes with the days before the date set by 13. After default at any time prior to live days before the date set by the trustee for the trustee's saie, the grantor or other person so privileged by ORS 86.760, may pay to the beneliciary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the induction secured thereby (including costs and expenses actually incurred in enforcing the terms of the colligation and trustee's and aftorney's less not exceeding \$50 each) other than such portion of the principal as would not there all do delault, in which event all foreclosure proceeding shall be dismissed by the trustee. and no occasing occurrent and increasy cure the detauti, in which event all foreclosure proceedings shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the dute and at the time and place designated in the notice of sale. The trustee may sell said property either to not parcel or in separate parcels and shall sell the parcel or part of the trustee shall delive to the purchase its deed in form as required, part of the trustee shall delive to the purchase tils deed in form as required, part of the trustee shall be the part of the part of the trustee shall be the part of the trustee shall be the part of the trustee shall be the part of the part of the part of the part of the trustee shall be 1 surplus. II any, to the grantor or to his successor in interest entitled to such surplus. If any reason permitted by law beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appoint. The successor trustee named herein or to any successor trustee appoint. The successor trustee named herein or to any conveyance to drive successor funder, the latter shall be vested with all fittle conveyance to drive successor trustee. The successor trustee named or appointed powers and Each such appointment and subsitivition shall be made by written instrument executed by benelicinry, containing reference to this trust deed and its place of record, which, when recorded in the olifee 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 frustee is not obligated is made a public record as provided buder any other deed of trust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. 4 and execute such instruments as such or necessary in obtaining such com-pensation, promptly upon beneficiary's request, 9. At any lines and from time to time upon written request of bene-ficiary, payment of its less and presentation of this deed and the note for 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 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, or a title insurance company authorized to insure title to real property of this state. Its subsidiaries, offiliates, agents or branches. 37.4 · 2. V. A THE WORK 1

 $(a_{ij})_{i \in \mathbb{N}} \in \mathcal{M}$  and  $(a_{ij})_{i \in \mathbb{N}} \in \mathcal{M}$ 

O DE THURSDAY AND THE THE TRANSPORT

123	
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: The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:	
<ul> <li>(a)* primarily for grained's personal granter is a natural person) are for business or commercial purposes of the than agricultural (b) for an organization, or (even il granter is a natural person) are for business or commercial purposes.</li> <li>This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executions, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns the representation of the neutrine and the singular number includes the plural.</li> </ul>	
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year this disorce with the aby 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 moking required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance it be purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if the instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or requivalent. If compliance with the Act not required, disregard this notice.	
(If the signer of the above is a corporation, use the form of acknowledgment appealie.)       (ORS 93.490)         STATE OF OREGON,	
mohit to bol. the it woluntary act and deed. Refore the: (OFFIGHT) SEAL): DUE Workny Public for Oregon My. commission expires: My Commission Expires July 29, 1988	
EED Eventor Grantor Granto on Granto o	
TRUST DI ICOURT DI ICOURT DI ICOURT DI ICOURT DI ICOURT DI ICOURT OF OREGON COUNT OF OREGON ICOURT OF OREGON	
REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.	
TO:, 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 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 of indebtedness designated by the terms of caid trust deed the herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of caid trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED:	2. 人名英格兰 人名法格 法法律 医结核 医结核 医白色 医白色 化合金
De not loss or desiroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.	