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FORM No. 881-Oregon Trust Deed Series-TRUST DEED. AMALS LAW FUELISHING CO., FORTLAND, CH. 57204 TS Vol. 77 rage 6661 A TRUST DEED 28337 THIS TRUST DEED, made this Paul McDonald, a Single Man B.J. Matzen, City Attorney March 23, 1977, between day of , as Grantor, , as Trustee. City of Klamath Falls, a Municipal Corporation and ., as Beneficiary, WITNESSETH:

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

Lot 15, Block 1, Tract 1091, Lynnewood, in the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon, free of all encumbrances except reservations, restrictions, easements and rights-of-way of record and those apparent upon the land.

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 prolits thereof and all lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

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strument, irrespective of the maturity dates expressed therein, or cultural, timber or grazing purpose.
(a) consent to the making of any map or plat of said property; (b) join in any subordination for other agreement or creating any restriction thereon; (c) join in any subordination for other agreement all cells there of any part of the property. The best provided in this particular this deed or the line or charge because monitored in this particular the process less for any of the conclusive monit of the process may be described as the "preson or persons be conclusive monit of the process of the property. The provide the provide the process of the property. The provide the process of the property of the independent of the process of the proce

surplus, il any, to the drantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneticiary may from time to sur-lime 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 subsitution shall be made by written instrument executed by beneliciary, containing reference to this trust deed and its place of record, which, when recorded in the olice 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. T. Trustee accepts this trust when this deed, duly, executed and obligated is made a public record as provided by law. Trustee is not obligated to notily any purty herelo of propends franctor, beneficiary or trustee shall be a party unless such ection or proceeding is brought by trustee.

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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 Oregon State Bar, a bank, trust company or suvings and loan association authorized to do business under the laws of Oregon or the United States, 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.

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and the second states of the 6662 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. 59ê-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 an applicable is the warranty (a) is applicable and the beneficiary is a creation 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-Noss form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. 2.3 Paul McDonald (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OFFENN, (ORS 93,490) STATE OF OREGON, County of. County of Klamath March , f 1 .... 19 . . , 19 77 Personally appeared Personally appeared the above named Paul McDonald, a Single Man and who, being duly sworn, each for himself and not one for the other, did say that the former is the <u>Z</u> president and that the latter is the secretary of and acknowledged the foregoing instruand that the seal alliked to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half 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 .... his voluntary act and deed. Before me: Lalmer (OFFICIAL alan U SEAL) Notary Public for AmeriCalaf MyCobilitatesida Stande: Mary 8 Notary Public for Oregon (OFFICIAL SEAL) JEAN D. FULMER My commission expires: \$ 8,100.00 Klamath Falls, Oregon March I (or if more than one maker) we, jointly and severally, promise to pay to the order of 23, 19 77 City of Klamath Falls at 226 S. 5th St., Klamath Falls, OR 97601 Eight Thousand One Hundred & 00/100ths with interest thereon at the rate of 8 1/2 per cent. per annum from DOLLARS, March , 1977, principal and interest payable in monthly installments of not less than \$ 100.43 in any one payment; each payment as made principal and interest payable in monthly installments of not less than \$ 100.43 in any one payment; each payment as made shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the day of <u>April</u> 23, 19.77, and a like payment on the day of each month thereafter until installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. It this note is placed in the hands of an attorney for collection, 1/we promise and agree to pay the reasonable attorney's tess to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's less in the appellate court. Paul McDohald 1 No. 807-INSTALLMENT NOTE SN Stevens-Ness Law Publishing Co., Portland, Or (FORM No. 881) STATE OF OREGON } ss. TEVENS NESS LAW PUD. CO., PORTLAND, ORE County of Klamath I certify that the within instrument was received for record on the Granto SPACE RESERVED FOR RECORDER'S USE Record of Mortgages of said County. Beneficiary Witness my hand and seal of County affixed. AFTER RECORD WM. D. MILNE COUNTY CLERK. 84005 FEE \$ 6.00 haz Bepaly بېنې اورونه د