

38-12570

2570 THIS TRUST DEED, made this 22nd day of March, 1977, between
Dennis E. Mingo, Edward J. Mingo, Mark L. Mingo, David A. Mingo, LeRoy D. Banning, Grantor,
Leon R. Mingo, and Jerry R. Mingo, as Tennants in common, as Trustee,
Transamerica Title Company, as Beneficiary,
and Betty Abner,

WITNESSETH:

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

Lot Ten (10), Block Twenty Two (22), Third Addition, River Pine Estates, 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 currently used for Timber, Agriculture, Grazing or Mining

which said described real property does not exceed three acres, 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 shall extend now or hereafter attached to or used in connection with said real estate,

sum of Three Thousand One hundred Fifty Dollars, with interest

sum of Three Thousand One hundred fifty _____
thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by _____
pursuant to note _____, 19_____.
_____ of principal and interest hereof, if not sooner paid, to be due and payable _____, without affecting _____

final payment of principal and interest hereof, if not sooner paid

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and not to remove or demolish any building or improvement thereon;

1. To protect, preserve and maintain said property in good and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of said property.

not to commit or permit any person to commit any act which would tend to injure, destroy, or remove any building or improvement which may be constructed, damaged or destroyed hereon, and pay when due all costs incurred hereunder, covenants, conditions and restrictions affecting said property; and to execute and to pay for filing same in the public office of the county of Cook, Illinois, as well as the cost of all lien searches made by the public office of the county of Cook, Illinois, as may be deemed desirable by the county of Cook, Illinois, or any of its officers or any of its agencies.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire, lightning, windstorm, hail, flood, explosion, riot, civil commotion, rebellion, war, or other hazards as the beneficiary may from time to time require, in

[illegible]

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments or other charges payable by grantor, either

charges become payable, the grantor fail to make payment of any such charges to the beneficiary, the grantor, either as a surety, or as a guarantor, shall be bound to pay to the beneficiary, either by direct payment or by providing for the payment thereof, the amount of such charges, with interest at the rate set forth in the note, together with the obligations described in paragraph 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiving such payments, with interest as aforesaid, of the covenants hereinafter described, as well as the grantor shall be bound to the same extent that they are bound for the same immediately due and payable without notice, and all such payments thereof shall, at the option of the lender, constitute a breach of this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.

7. To appear in and defend any suit brought by or for the beneficiary or trustee; and in any suit brought by or for the beneficiary or trustee to enforce or protect the action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be a lien in favor of the attorney in and out of an appeal from any judgment or

It is mutually agreed that:

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, affiliates, agents or branches.

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 pledgees, 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 Deschutes } ss.

Personally appeared the above named Dennis D. Mingo and

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

NOTARY PUBLIC
OFFICIAL SEAL
Dennis D. Mingo
Notary Public for Oregon
My commission expires: 11-19-77

STATE OF OREGON, County of Deschutes } ss.

3-25-77 March 24, 1977

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 secretary of

a 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.

Before me:
Charles E. Parker / Sharon K. Butler
Notary Public for Oregon
My commission expires:

My Commission Expires January 17, 1981

TRUST DEED

(FORM No. 881)

Grantor

Beneficiary

STATE OF OREGON

County of KLANATH

I certify that the within instrument was received for record on the 11th day of MAY, 1977, at 12:41 o'clock P.M., and recorded in book M77 on page 8207 or as file number 29431. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. NILNE

COUNTY CLERK

By: [Signature] Deputy

FEES \$5.00

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

52431 River Pine RD
Lo Pine, OR 97739

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 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.

Commission expires Aug. 1, 1981