38-14454

46317 THIS TRUST DEED, made this 10th

TRUST DEED

day of

April

, 1978 , between , as Grantor, , as Trustee.

, as Beneficiary

William D. Roat and Lenora J. Roat Transamerica Title Co.

S. P. Eugene Federal Credit Union

WITNESSETH:

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

Lot 7, Block 8, Tract No. 1042, TWO RIVERS NORTH, in the County of Klamath, State of Oregon.

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 sold real artists.

eth said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of three thousand nine hundred six dollars and 81/100 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

tinal payment of principal and interest hereof, if not sooner paid, to be due and payable. May 5th 1844 May 5th 1844 May 5th 1844 May 5th 1845 May 5 snau pecome immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

then, at the beneficiary's option, all obligations secured by this institute, herein, shall become immediately due and payable.

The above described real property is not currently used for agriculture. The above described real property is not currently used for agriculture. The above described real property is not currently used for agriculture. The above described real property is good condition of an arrange of the above and repair, not to remove or dend caid property.

I To complete my cover promptly and in good and workmanlike the above and the above above above and the above above above above above above and the above

problem of the second sequents of the second sequence of the second sequents of the second sequents of the second that any portion or all of each property shall be taken under the right of cument dominated condemnation, between whall have the right, if it is elected to require that all or any portion of the meant required as components for such taking, which are in cases of the meant required as components of the representation of the required second se

(a) consent to the making of any map or plat of said property. (b) non-in-granting any easement or creating any restriction thereon, (c) and in any subordination or other afreement affecting this deed or the her or charge thereof; (d) reconvey, without warranty, all or any part of the pargerty. The grantee in any reconveyance may be described as the reconveyance may be described on the reconveyance may be described in the reconveyance may be described on the reconveyance of the restriction of any matter are large the feedly entitled thereto, and the rectals their not any matter are large that the conclusive proof of the truthfulness thereof. Truthees tress locally of the services mattered in the paragraph shall be not less than \$5.

10. Upon any default by granter hereinflow, benchmark may at any pointed by a court, and without reland to the adequacy of any courter to the indebtedness better service, enter upon and fable discussion of said the certificate of the indebtedness hereby secured, enter upon and fable of the adequacy of any courter to severe and profits, including those past due and unjoud, and apply the order less costs and expenses of operation and collection, instituting teasonal best in the first way determine.

less costs and expenses of operation and collection, including reasonal's actions less costs and expenses of operation and collection, including reasonal's actions to supon amy independences secured hereby, and in such order a femiliary may determine.

11. The intering upon and taking possession of said property, the collection of such tents, issues and profits in the process of three and other insurance pedicus or compensation or awards for any taking of abundance of the property, and the application or release thereof as abuse and shall not one to insurance pedicus or default by granter in payment of any inhibition of such police.

12. Upon default by granter in payment of any inhibitions secured hereby or in his performance of any agreement hereinfor, the hemiciary may also the object of the algorithm of the abuse described real property is currently used to agreement which in the granter property and the manner provided by law of a mortifage in the manner provided by law of a mortifage in the manner provided by law of a mortifage of direct the truste to live does this trusted of the adjustment of fiction with the abuse of the property is not as currently used in each of the agreement hereinforms and safe. In the latter event the beneficiary of the broad of hereinford in equity as a mortifage of direct the truste to live does this trusted of the adjustment and safe. In the latter event the beneficiary of the adjustment of the adjustment and safe. In the latter event the beneficiary of the adjustment of the property is adjusted to be troubled trust property to safety the distance of any adjustment of the said described trust property to safety the distance of any the manner provided in ORS \$6.74 to \$5.75 (19.85).

13. Should the hereinfairs of the distance of any the manner provided in ORS \$6.74 to \$5.75 (19.85) (here the trust deed in the manner provided in ORS \$6.74 to \$6.74 to \$6.75 (19.85) (here the trust of a latter of the trustees to be compared to be adjusted to be adjusted to the trustees to the trust

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 it grantor is a natural person) are for business or commercial purposes other than a

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, esecutors, 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 constraing this deed and whenever the context so requires, the masculine gender includes the teminine 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.)

William D. Roat enous Lenora J. Roat

STATE OF OREGON, County of Lane april 6, 19 78 Personally appeared the above named William D. Roat and Lenora J. Roat and acknowledged the foregoing instrument to be their voluntary act and deed, Betore me: (OFFICIAL Defore me:
SEAL)

Notary Public for Oregon

My commission expires: Dec 5, 1981

STATE OF OREGON, County of

Personally appeared

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

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:

(OFFICIAL

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:

not lose or destroy this Trust Deed OR THE NOTE which it secures. Both in

TRUST DEED

STATE OF OREGON

County of Klauath

I certify that the within instrunent was received for record on the 14than of April 1978 at 3:28 o'clock PM, and recorded in book M78 on page 7274 or

in file reet number 46317 Record of Mortgages of said County

Witness my hand and seal of County affixed.

Wm. D. Millon County Clerk

Little No Deputy

Fee 76.00

MILLORDER S. COST

AFTER RECORDING RETURN TO 4 P Ch WHICH PO BOX 0505 Engine Cong. ~ 97407

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