

55014

**THIS TRUST DEED**, made this

詩文集

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

Lot 7 and Lot 8 of Block 6, SCOTT CHILCOAT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**WITNESSETH:**

EDWARD A. MICHALSKI  
Mountain Title Company  
PATRICK M. BRIGGS

Vol. myy Page 20415

Vol. M-8 Page 20415

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

**WITNESSETH:**

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

Lot 7 and Lot 8 of Block 6, SCOTT CHILCOAT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

extended with all and singular the renewals, reissues, and apprentices and all other rights thereunto belonging or in anywise accruing thereafter notwithstanding, and the rents, leases and profits thereof and all fixtures now or hereafter attached to or used in connection therewith.

**FOR THE PURPOSE OF SECURITY**

Seven Thousand and 00/100-  
Thousand according to the terms of a promissory

Installment payment(s) and interest thereon, if not so paid, to the due and payable. The date of maturity of this instrument is the date, stated above, on which the final installment of said note becomes due and payable. For the event that such instrument is sold, or any part thereof, or any interest therein is sold, agreed to be sold, relinquished, assigned or administered by the debtor without first having obtained the written consent or approval of the beneficiary, all the beneficiary's rights, all obligations created by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable.

The above description would probably be most easily understood by agriculturalists, lumbermen or growing prospectors.

In the above named instrument there is a clause reserving to the beneficiaries and their successors the right to sue the debtors. It is our opinion that such clause is valid. We do not know if the instrument was recorded or if it has been registered. If it has not been registered, we would advise you to record it as soon as possible. We do not know if the instrument was registered before or after the date of the instrument. If it was registered before the date of the instrument, it would be recorded in the name of the instrument and the debtors would be listed as co-owners. If it was registered after the date of the instrument, it would be recorded in the name of the instrument and the debtors would be listed as co-owners. In either case, the debtors would be liable on the instrument. If the instrument was registered before the date of the instrument, the debtors would be liable on the instrument. If the instrument was registered after the date of the instrument, the debtors would be liable on the instrument. If the instrument was registered before the date of the instrument, the debtors would be liable on the instrument. If the instrument was registered after the date of the instrument, the debtors would be liable on the instrument.

14. For and from ~~the~~ permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without compensation to the successor trustee, the latter shall be vested with all title, power and duties evidenced upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and the place of location of which, when recorded in the office of the County Clerk of Milwaukee or the county or counties on which the property is situated, and the successor named and former appointment of the successor trustee.

17. Trustee accepts this trust when the deed date executed and delivered in writing or public record as provided by law. Trustee is not responsible for merely one party's refusal of holding sale under any other deed of trust or all other documents or proceeding in which grantor, beneficiary or trustee submit to a power of attorney such action or proceeding is brought by trustee.

20416

The grantor covenants and  
fully agrees to and with the beneficiary and those claiming under him, that he is lawfully  
and with the title thereto.

and that he will warrant and forever defend the same against all persons whomsoever.

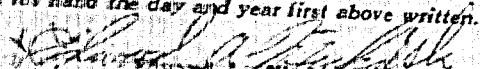
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below);
- for compensation, or (even if otherwise used) for business or commercial purposes other than agricultural purposes.

This deed applies insofar as the personal representatives, successors and assigns of said beneficiary, whether or not they are the same persons, are for business or commercial purposes other than agricultural purposes.

This deed applies insofar as the personal representatives, successors and assigns of said beneficiary, whether or not they are the same persons, are for business or commercial purposes other than agricultural purposes.

The grantor has hereunto set his hand the day and year first above written.

  
Edward A. Michalski

\*IMPORTANT NOTICE: Before, by living or by will, you make any gift or devise, or any will or affidavit in the Truth-in-Land Deed Act, you MUST comply with the Act and disbursements for this purpose, if the instrument for the conveyance of a dwelling, see Stevens-Wise Disbursement Form No. 3303, or equivalent, and if this instrument is NOT to be a First Deed, use Disbursement Form No. 3304, or similar. A disbursement with the Act must be made at the time of a conveyance, and the form of document determines.

#### STATE OF OREGON,

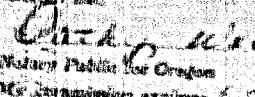
County of Klamath

15th day of September, 1978

Personally appeared the above named

Edward A. Michalski

and acknowledged the foregoing instrument to be his voluntary act.

WITNESS:   
Notary Public for Oregon  
My commission expires: 5-9-80

#### STATE OF OREGON, County of

, 19

Personally appeared

who, being duly sworn, 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.

Before me:

Notary Public for Oregon  
My commission expires:

(OFFICIAL  
SEAL)

#### RECORDED FOR PAYMENT

The record only when payment has been paid.

Thru

ability of all indebtedness secured by the foregoing trust deed. All sums secured by said instrument are discounted, on payment to you of any sums owing to you under the terms of all evidences of indebtedness secured by said trust deed, which are delivered to you, without warranty, to the parties designated by the terms of said trust deed the same place and documents as

DATED:

Do not lose or destroy this First Deed or the note

Beneficiary

ss.

#### TRUST DEED

FORM NO. 3303  
RECORDING FEE \$1.00 plus \$0.00 for each page

Edward A. Michalski

Grantor

Patrick M. Bright  
Beneficiary  
AFTER RECORDING RETURN TO  
Winetka Real Estate  
PO Box 376  
Chiloquin, OR 97624

SPACE PROVIDED  
FOR  
RECORDED USE

#### STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 15th day of September, 1978, at 9:16 o'clock A.M., and recorded in book M78 on page 20415 or as file/reel number 55014.

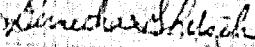
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

H. D. Milne

County Clerk

Title

By 

Deputy

Fee \$6.00