

55103

TRUST DEED

Vol. 18

Page

20552

1979

between

THIS TRUST DEED, made this June day of June, 1979, between George E. Stockmeyer and D. Gladys R. Stockmeyer, Husband and Wife, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION, as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH:

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

Lot 1 in Block 21 of Tract 113 Oregon Shores Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County.

with all and singular the covenants, conditions and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the trust herein contained and payment of the sum of Forty-Five Hundred Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary on or made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable July 14, 1989.

The date of maturity of the debt secured by this deed is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates reported thereon, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

It is further covenanted and warranted that the property is not subject to any lien or claim of any kind, and that the same is free and clear of all such liens and claims.

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and that he will warrant and 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 a business or commercial purpose 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 pledgee, of the instrument 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 singular number includes the plural.

IN WITNESS WHEREOF

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

IMPORTANT NOTICE: Debit, by listing out, which ever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor of 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, if compliance with the Act not required, disregard this notice.

x George F. Stockmeyer
George F. Stockmeyer

x Gerald E. Green
Witnessed by Gerald E. Green
1 June 1978

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

SIGNATURE OF _____

(County of _____)

CVS 93-473

STATE OF _____

County of _____

) ss.

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On 18 July 1978

the undersigned, a Notary Public in and for said County and State, personally appeared Steve [illegible] known to me to be the person whose name is subscribed to the within instrument as a witness thereon, and being by me duly sworn, deposed and said Steve [illegible] files an affidavit that

he was present and saw George F. Stockmeyer personally known to him as the person described in, and whose name is subscribed to, the within and above instrument, execute the same; and that all of the above is true.

Signature Gerald E. Green



FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL
GERALD E. GREEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Aug. 25, 1978

Miss 187 (5-7-78) Notarized (Rev. 7-74)

DATED:

Beneficiary

(If not then in compliance with Trust Deed Law 1961, the instrument shall be delivered to the trustee for cancellation before reconveyance will be made.)

TRUST DEED

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 18th day of September, 19 78, at 10:45 o'clock A. M., and recorded in Book 173 on page 20557 or as file/roll number 55103 Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. D. Milne

County Clerk

Title

Barbara [illegible]

Deputy

Willa Pump Family Services Inc.
572 E. Court Street
Eugene, OR 97401
KAREN STARK
Trust Manager