

5142

TRUST DEED

Vol. 178 Page 20508

THIS TRUST DEED, made this 15th day of September, 1978, between FREDRICK G. DANIEL and PATRICIA D. DANIEL, husband and wife, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, and F. CARL JONES, 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 4, Block 1, of HOYTS ADDITION TO FORT KLAMATH, 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 then or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTEEN THOUSAND NINE HUNDRED AND NO/100s-----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 final payment of principal and interest being, if not sooner paid, to be due and payable September 20, 1985.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

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

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain and insure to good condition and repair, not to encumber or otherwise impair or diminish any benefit to the estate or to grant any mortgage or other lien on the property.

2. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

3. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

4. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

5. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

6. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

7. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

8. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

9. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

10. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

11. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

12. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

13. To complete or cause to be completed any and all improvements or repairs to the property which may be required or necessary for the proper enjoyment of the property.

50000

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 education, 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 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 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: Ours, by listing out, of which a warranty (a) is not applicable if warranty (b) is applicable if the beneficiary is a creditor or each 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, see Statement (Form No. 1005 or equivalent). If this instrument is NOT to be a first lien, see Form No. 1006, or equivalent. If compliance with the Act not required, disregard this notice.

If the signer of the notice is a corporation, use the name of the corporation.

FORM 93-07

STATE OF OREGON,

County of Klanath

On this 15 day of Sept. 1978

Personally appeared the above named
Fredrick G. Daniel and
Patricia D. Daniel

and acknowledged to the foregoing instrument
their voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon
My Commission Expires 11/1/80

STATE OF OREGON, County of _____ ss.

, 1978

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 _____

_____ 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 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.
Notary Public

Notary Public for Oregon
My Commission Expires _____

(OFFICIAL
SEAL)

HIGHEST PAY FULL DISCOMFORTANCE

To be used only when obligations have been paid.

Trustee

178

This instrument is the legal contract 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 make all evidences of indebtedness secured by said trust deed (which are delivered to you jointly in connection with said trust deed) and for recovery, without warranty, to the parties designated by the terms of said trust deed the debts now owed by you under the terms of said trust deed and documents so

DATED:

, 1978

Beneficiary

On and from or before this Trust Deed or the (M) which it covers, there must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 101-1)

ESTABLISHED UNDER THE TRUTH-IN-LENDING ACT

Grantor

SPACE RESERVED

FOR

RECORDING USE

Beneficiary

AFTER RECORDING RETURN TO:

STATE OF OREGON

County of Klanath ss.

I certify that the within instru-
ment was received for record on the
18 day of September, 1978,
at 3:47 o'clock P.M., and recorded
in book M78 on page 20609 or
as file/roll number 55142
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk Title
By Bernard J. Chelch Deputy

50208