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TRUST DEED

Vol. 78 Page 26386 November

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, 198 , between , as Grantor, as Trustee,

KLAMATH COUNTY TITLE COMPANY and Edward C. Dore, Jeanne M. Dore and Rose J. Young , as Beneficiary,

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

Lot(s) 34 in Block of

MOUNTAIN LAKES HOMESITES, according to the official plat

thereof on file in the office of the County Clerk of 

Klamath County, Oregon.

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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 said real estate.

The purpose of Securing Performance of each agreement of grantor herein contained and payment of the tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the terms of a normissory note of even date herewith, payable to beneficiary or order and made by grantor, the thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the 

thereon according to the terms of a promissory note of even date herewith, payable to beneticiary or order and made by grantor, the

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11 thind payment of principal and interest hereof, it not sooner paid, to be due and payable.

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

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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be

becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be

conserved assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary.

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

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

The above described real property is not currently used for agricuation of the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition.

2. To complete or restore promptly and good and workmanike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, destroyed thereon, and pay when due all costs incurred therefor.

2. To complet any destroyed the said property; if the beneficiary so requests, to tions and restrictions alleting said property; if the beneficiary so requests, to tions and restrictions differing said property; if the beneficiary so requests, to tions and restrictions differing said property; if the beneficiary so requests, to tions and restrictions differing said property; if the securing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filling same in the proper public officer or offices, as well as the cost of all lien searches made by filling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings.

destroy 3. To comply with all said property: if the beneliciary into an executing such linancificing said property: if the beneliciary in executing such linancificing and the pay of all lien searches made proper public offices as well as the cost defined desirable by the special Code as the beneliciary agencies as may be deemed desirable by ling officers or searching agencies as may be defined desirable by ling officers or searching agencies as may be defined desirable by ling officers or searching agencies as may be defined desirable by ling officers or searching agencies as may be defined desirable by ling officers or searching agencies as may be defined on the said premises against loss or damage by ling officers or the said of promises against loss or damage by ling and mount of less that \$\frac{1}{2}\$ \text{ of the the efficient year years and mount of less that \$\frac{1}{2}\$ \text{ of the the efficient years years and mount of less that \$\frac{1}{2}\$ \text{ of the the efficient years years and the efficient years and the entire amount of the beneficiary may propose the same at grant litter days prior to this lines, and the entire amount of the beneficiary may propose the same at grant litter days applied by beneficiary upon an error of the insurance policy may be applied by beneficiary of the thereof, may be released hereby fin in such order as beneficiary and the entire amount of the control of the entire amount of the entir

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y, or any part interespective of the naturity dates expressed therein, or nument, irrespective of the naturity dates expressed therein, or nument, irrespective of the naturity dates expressed therein, or nument, irrespective of the naturity dates expressed therein, (a) consent to the making of any map or plat of said-property; (b) join in any granting any easement or creating any restriction: thereon; (c) join in, any granting any easement or creating any restriction: thereon; (d) reconvey, and the recitals thereon; the property. The subordination or other sufficient and professional and the recitals thereon; the property of the granting of the truthfulness thereon. Trustees fees for any of the feeling of the truthfulness thereon. Trustees fees for any of the he conclusion mood of the truthfulness thereon. Trustees fees for any of the he conclusion mood of the truthfulness thereon. Trustees fees for any of the he conclusion from the property of the truthfulness thereon. Trustees fees for any of the indebtedness hereby and default by a court, and the property of the indebtedness hereby accured, enter upon and take possion of said proprises of a proprise of the property of the indebtedness hereby accured, enter upon and take possion of said property is leaved any partition of property of the propert

surplus. if any, to the granter or to his successor in interest entitled to such surplus.

It for any reason permitted by law beneficiary may from time to time appoint a successor successors to any trustee named herein or to any trustee the successor trustee appointed hereunder. Upon such appointment, and all time conveyance to the successor trustee, the latter shall be vested with all touch powers and duties conferred upon any trustee herein named or appointed hereunder. Back such appointment and substitution shall be made by written hereunder. Back such appointment and substitution shall be made by written furtured by heneficiary, containing the office of the County and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded hin the property is situated, shall be conclusive proof of proper appointment of the successor trustee, shall be conclusive proof of proper appointment of the successor trustee, acknowledged is made a provide by law. Trustee is not acknowledged is made a party hereto of pending sale under any other deed of obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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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 **26387** 

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, tamily, household or agricultural purposes (see Important Notice below),

for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural 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, 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 leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year thrst 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 if 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 apposite.) STATE OF OREGON, ORS 93.4901 Equaty of Klamath STATE OF OREGON, County of .... Wember 21, 19 78 Personally appeared the above named... Personally appeared ... each for himself and not one for the other, did say that the former is the James F. Hodges and Valla M. Hodges president and that the latter is the ment to be Think Voluntary act and deed.

(OFFICIAL SEAL) secretary of and that the seal affixed to the foregoing instrument is the corporation, 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 acknowledged said instrument to be its voluntary act and deed.

Before me: - Notary Public for Oregon My commission expires: Notary Public for Oregon The times and (OFFICIAL My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the loregoing trust deed. All sums secured by vaid 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 DATED: Do not less or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance; will be made. TRUST DEED (FORM No. 881) STATE OF OREGON County of Klamath I certify that the within instru-Granto SPACE RESERVED FOR

RECORDER'S USE

Beneticiary AFTER RECORDING RETURN TO NCTO milly

ment was received for record on the 22nd day of November 1978 at 9:44 o'clock A. M., and recorded Record of Mortgages of said County. Witness my hand and seal of County affixed. Mn. D. Milne County Clerk

Fee \$6.00

---...Title .....Deputy

By Sernetha Aftock