

MTG 7243
TRUST DEED

Vol. 11-78 Page 2662

WITNESSETH:

UNKNOWN DEED

STATE OF OREGON

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement.

made by grantor,
1981

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

REQUIRE FOR 30% RECOVERY
(a) consent of

and repair; not to remove or demolish any building, structure, or other improvement on the property; not to commit or permit any waste of said property.

manner any building or improvement which may be constructed, and pay when due all costs incurred therefor.

tions and restrictions affecting said property, if the

now or hereafter erected on the said premises against loss or damage, in and to the said building, and the contents thereof, and the persons and property therein, and the persons and property of the said beneficiaries may from time to time require, in

policies of insurance shall be delivered to the beneficiary, and the grantor shall fail for any reason to procure any such insurance and to

taxes, assessments and other charges that may be levied or assessed before any part of such taxes, assessments and other

of title search as well as the other costs and expenses of the trustee incurred in the performance of this obligation and trustee's and attorney's fees.

affect the security rights or powers of beneficiary or trustee, including proceedings in which the beneficiary or trustee has an interest.

action or proceeding in which the beneficiary may sue for the foreclosure of this deed, to pay all costs and expenses, and for the attorney's fees;

8. In the event that any portion or all of said property shall be taken for public use, domain or condemnation, beneficiary shall have

under the right of eminent domain or condemnation, hereinafter said, and

liary, payment of its fees and presentation of this deed and the necessary documents of full reconveyance, for cancellation), without affecting

(a) consent to the making of any, _____; (c) join in any granting any easement or creating any restriction thereon; (c) join in any _____ affecting this deed or the lien or charge

time without notice, either in person, by agent or by a receiver to be appointed by the court, and the court may, in its discretion, refer to the adequacy of any security for

11. The entering upon and taking of the collection of such rents, issues and profits, or the proceeds of fire and other

12. Upon default by grantor in payment of any of the obligations hereby or in his performance of any agreement hereunder, the beneficiary may

13. Should the beneficiary elect to receive the proceeds of the policy then after default at any time prior to five days before the date set by the court for the payment of the proceeds to the beneficiary or to any other person so privileged?

14. Otherwise, the sale shall be held on _____ at _____ place designated in the notice of sale. The trustee may sell said property either in whole or in parcels and shall sell the parcel or parcels

15. When trustee sells pursuant to the will, the expenses of sale, shall apply the proceeds of sale to payment of (1) the expenses of sale, and a reasonable charge by trustee

16. For any reason permitted by law, I may appoint a successor or successors to any trust named herein or to any other trust, and with

17. Trustee accepts this trust when this deed, duly executed

4993

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 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 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 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: 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.

Larry L. Manuel

Perlita D. Manuel

STATE OF OREGON

County of Lane

November 22, 1978

Personally appeared the above named Larry L. Manuel and Perlita D. Manuel, husband and wife

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

OFFICIAL SEAL

Notary Public for Oregon
My commission expires: 2-19-81

STATE OF OREGON, County of

ss.

Personally appeared 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 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.

Belore me: Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

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

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

CONTRACTOR OF Klamath

Larry L. Manuel

Perlita D. Manuel

Grantor

Bobby Ralph McClellan

Beneficiary

AFTER RECORDING RETURN TO

Winema Real Estate
PO Box 376
Chiloquin, OR 97624

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 27th day of November, 1978, at 11:12 o'clock A.M., and recorded in book M-78 on page 26622 or as file/reel number 58911

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Frequentine Deputy

Fee \$6.00