

60214

TRUST DEED

11 day of December husband and wife

70

between

3. , DEWE
B. 1910

, as GRANDE

as Trustee

Beneficiary

38-16768-D
THIS TRUST DEED, made this
Joseph R. Thomas and Sandra Lynn Thomas
Transamerica Title Insurance Company
and Larry A. Johnson
WITN

WITNESSETH:

THIS TRUST DEED is made this 1st day of May, 1961, by and between Joseph R. Thomas and Sandra L. Thomas, husband and wife, Transamerica Title Insurance Company and Larry A. Johnson.

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 15, LANDIS PARK, 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 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 Thousand Dollars and No/100----- Dollars, with interest thereon at the rate of _____ per annum, to be paid by grantor, the _____ of even date herewith, payable to beneficiary or order and made by grantor, the _____ day of _____ 19____.

IN WITNESS WHEREOF, the said _____ has hereunto set his hand and seal of office, at _____, California, this _____ day of _____, 19____.

 _____, Secretary

FOR THE PURPOSE OF SECURING

Twenty-Nine Thousand Dollars

sum of _____ dollars (\$_____) as principal, interest thereon according to the terms of a promissory note of even date herewith, payable
final payment of principal and interest hereof, if 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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be 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 expressed therein,
herein, shall become immediately due and payable.

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

(a) consent to the making of or creating any map or plat of said property; (b) joint granting any easement or restriction affecting this deed or the lien or character of the land herein granted;
(c) re-conveyance, warranty may be described as the "person or persons who are now or hereafter own or control the title to the land herein granted."
(d) conveyance, warranty may be described as the "person or persons who are now or hereafter own or control the title to the land herein granted."

The above described real property.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financial statements pursuant to the Uniform Commercial Code as the beneficiary may require and pay for filing same in the proper public office or offices, as well as all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings or improvements erected on the said premises against loss or damage by fire or other cause, and to pay the cost of such insurance; and to keep the same in full force and effect at all times; and to deliver to the beneficiary upon demand a certificate of insurance, showing the amount of insurance, the name of the insurer, the policy number, the date of issue, the expiration date, the amount of premium paid, and the name of the insured.

[illegible][illegible][illegible]

It is mutually agreed that all monies payable by the beneficiary to the trustee shall be paid to the trustee in full, and the trustee shall be authorized to execute such instruments as shall be necessary to carry out the purposes of this trust, and to execute such instruments as shall be necessary to carry out the purposes of this trust, and to execute such instruments as shall be necessary to carry out the purposes of this trust.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an individual or savings and loan association authorized to do business under the laws of Oregon or the United States, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an attorney or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company or property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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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 Mortgage dated June 15, 1973 and recorded June 18, 1973 in Book M-73 page 7571, which will remain the beneficiary's responsibility 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.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Joseph R Thomas
Sandra Lynn Thomas

STATE OF OREGON,

County of Klamath } ss.
December 11, 1978

Personally appeared the above named
Joseph R Thomas &
Sandra Lynn Thomas
and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires
Donna K. Wick
NOTARY PUBLIC OREGON
My Commission Expires 4/21/79

(ORS 93.490)

STATE OF OREGON, County of _____) ss.
_____, 19____

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 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)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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 _____

DATED: _____, 19____

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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO
TA clonig

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 27th day of December, 19 78, at 11:11 o'clock A.M., and recorded in book M-73 on page 28727 or as file/reel number 60214, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milno

County Clerk

By Reginald J. Mettler Title Deputy

Fee \$6.00