

SECOND

SECOND TRUST DEED

Vol. *m79* Page **226**

THIS TRUST DEED, made this
Sam'l A. McKee

day of January 1979 between

All of Lot 6, Block 34, ORIGINAL TOWN OF LINKVILLE, NOW KLAMATH FALLS, OREGON, In the County of Klamath, State of Oregon, SAVING AND EXCEPTING THEREFROM the undivided one-half interest in a strip of ground 2 feet wide off the Westerly side of Lot 6, Block 34, conveyed by deed recorded in Book 20 at page 239, Deed Records of Klamath County, Oregon, AND ALSO SAVING AND EXCEPTING the 20 foot alley off the Southeasterly side of said Lots 5 and 6, conveyed to the Town of Klamath Falls, by deed recorded in Book 17 at page 46, Deed Records of Klamath County, Oregon, ALSO an undivided one-half interest in a strip of ground 2 feet wide off the Easterly side of Lot 5, Block 34, TOWN OF KLAMATH FALLS, formerly LINKVILLE, OREGON.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty-eight thousand and no/100 ----- 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 hereof, if not sooner paid, to be due and payable February 1 1984.
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.

knowledge is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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

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 EXCEPT for a First Trust Deed dated February 15, 1978, given to Local Union #190, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, by Sam A. McKeen and Mary Lou McKeen, husband and wife, 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.)

STATE OF OREGON, Jackson)
County of Klamath)
January 26, 1979

Personally appeared the above named Sam A. McKeen and Mary Lou McKeen, husband and wife,

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

Before me: *Wm. D. Milne*
Notary Public for Oregon
My commission expires 7-2-81

A default of the First Trust Deed as set forth herein constitutes a default of this Second Trust Deed.

STATE OF OREGON, County of) ss.
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 _____

A default of the First Trust Deed as set forth herein constitutes a default of this Second Trust Deed.

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 _____

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: 1st day of January, 1979)

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

STATE OF OREGON
COUNTY OF KLAMATH
BOOK 30 PAGE 26
GRANTOR: SAM A. MCKEEN AND MARY LOU MCKEEN
BENEFICIARY: _____

GRANTOR: _____
BENEFICIARY: _____

RECORDED IN BOOK 30 PAGE 26
DATE OF RECORDING: 1-26-79
TIME: 1:42:56 P.M.
RECORDED IN BOOK 30 PAGE 26
DATE OF RECORDING: 1-26-79
TIME: 1:42:56 P.M.

Wm. D. Milne
County Clerk
Title

9750427