Oregon Trust Deed Series-TRUST DEED NESS LAW PUBLISHING CO ne 31410 62149 7<u>7</u>Page **29**53 Vol. TRUST DEED 8 THIS TRUST DEED, made this 25 day of Samuary iônsia (c. r. JERRY A. SMITH, and CONNIE J. SMITH, husband and wife,, as Grantor, Klamath County Title Company, as Trustee, and ANZA, INC., an Oregon corporation,, as Beneficiary,, 19.79., between WITNESSETH: Record of output, ones of Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: 4 Chance County on back as 5 County on back as in ...c in nook with on here 5523 арада ясасылар That portion of the N½N½SE¼ that dries East of and adjoining the Old Ford Road, Section 33, Township.com 37 South, Range 9 East of the Willamette. Meridian acoustics NG LACOLUGE e wanter of 1-19218 480 100.1 TRUST DEED BTATE OF OPERON It is understood and agreed by theparties hereto that the above pro-property is subject to a Mortage executed by Anza, Inc., to United States National Bank of Oregon, dated June 29, 1976, recorded June 30 5 1976 in Vol. M76, page 9906, records of Klamath County, Oregon. It is further agreed by the parties hereto that in the event Beneficiary fails to make the payments on the same, Grantors may make said payments and claim credit on the obligation herein. and Claim Credit on the obligation herein. 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 connec-for the said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty Eight Thousand and No/100ths (\$28,000.00) 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 sconer paid, to be due and payable. April 1 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable, security with sinstrument, irrespective of the maturity dates expressed therein, or The response to the consent of apayable, security where the sum of this instrument, irrespective of the maturity dates expressed therein, or The varies of the beneficiary security where the sum of both the security where therein, or there is not apayable.

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matrument, irrespective of the maturity dates expressed therein, or effective processes provided the maturity dates expressed therein, or effective processes provided the maturity dates expressed therein, or effective processes provided the maturity dates expressed therein, or effective processes provided the maturity dates expressed therein, or effective processes provided the maturity dates expressed therein, or effective processes of the service processes of the service of the service of the property. The granter in any reconveyance may be described "provided the property. The service is any reconveyance may be described "provided the property. The service is the processes of the service and the program and the program of the provided the evolution of the provided the service and expresses of operation and collection, including apply the same provided the service and expresses of operation and collection. Including apply the same property, and the approximation of awards for any taking or damage of the property, and the appropriate of any address secured hereby, and in such orders as border any delault by another of the appropriate of any address secured hereby is currently used for adjustive and the appropriate of any addresses of operations and provide and appropriate any set theory and the proprint of any individed any set of the property, and the appropriate of any addresses and provides and appropriate any set of the proprint of the proprint of any addresses of the proprint of any individed any addresses and appropriate any set of the appropriate of any addresses of the appropriate any set of the appropriate and provide and appropriate any set of the appropriate and approprises the beneficiary on invalidate an

surplus, it any, to the grantee or in his successor in interest entitled to such surplus. 16: For any reason permitted by law beneficiary may from time to the appoint a successor or successor to any trustee named herein or to any successor, fruitee, appointed deressade to pon such appointment, and without, powers and duties conferred upon any frustee herein named for appointed, bereunder. Each successor beneficiary, containing reference to the successor frustee instrument executed by beneficiary, containing reference to the successor frustee and, its place of record, which, when recorded in the office of the County Clerk or Recorder of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this frust when this deed, duly executed and obligated to notify any path bereford as provided by law. Trustee is not obligated to notify any path bereford as provided by law. Trustee is of shall be a party unles such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hareunder must be either an attaining, 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, a title 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 and that he will warrant and forever defend the same against all persons whomsoever. In the event Grantor herein desires to construct a residence and the accompanying out buildings, the Trustee and the Beneficiary agree to sub-Ordinate this Trust Deed to any such building construction loan The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: The grantor warrants that the proceeds of the loan représented by the above described note and this trust deed are: (a)* primarily to grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even il granter is a natural person) are for business or commercial purposes other than agricultural (b) to an organization, or (even il granter 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, execu-tors, 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 terminine 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 and required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite) IOR5 93.4901 STATE OF OREGON, County of STATE OF ORECON, California.) County of Land Class each for himself and not one for the other, did say that the former is the Personally appeared , 19 79 Personally appeared the above named. Jerry A. Smith and Connie J. president and that the latter is the Secretary of and Smith, husband and wife, and that the seal allixed to the foregoing instrument is the corporation, of said corporation and the said instrument was signed and sealed in be-half of said corporation by authority of the board of directors; and each of them acknowledged and instrument to be its voluntary act and deed. Before me: and acknowledged the foregoing instrutheir voluntary act and deed. ment to be. them acknowledge Before me Before me: Barbara ann Roud (OFFICIAL (OFFICIAL SFAL) Notary Public for OM&X Californ SEAL) Notary Prolic for Oregon My commission expires: My commission expires: 37:155 OFFICIAL SEAL . BARBARA ANN ROUDA CALIFORNIA IN THE NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN THEIR COUNTY OF SANTA CLARA Comm. Exp. Sept. 4, 1972 Secondia Biniti initi them, at the burning of any of the solution of abilitation of the solution of 13-51 TO: In the event it. HORN BESTON The undersigned is the legal owner and ho deed have been fully paid and satisfied. Ye said trust deed or pursuant to statute, to cance, to cance the statute of the sta estate now held by you, under the same. Mail re at of Automice angetiment, and the semi-DATED: UN CITIZED CONTENT fails to make the para 1970 in Yol 1076, page is further sured by a De net lose or desitor this Trust Deed OR THE NOTE or poorstand, 21 (1990) of poorstand, 21 (1990) STATE OF OREGON SS. TRUST DEED County ofKLAMATH. I certify that the within instru-initia is the control of the state (FORM No. 881) ally South 1 Grantor ġ. CTANGER, Company Romany 1:5 WITNESSETH Witness my hand and seal of Corporation ર રાજ્યના છે. County affixed. Beneliciary Aurence | T1354 SHI IN STRUCT THE WAY D. MINE AFTER RECORDING RETURN 19 CT CLIMIT COUNTY CLERK Title કુવે≆્ળ[ST DEED, made the 32 Chiazo 1 Deputy TRUST DEED 10 B ex Toto FEE \$ 6.00 HIS MERCENT

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