## VER 63255 TRUST DEED

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FORM No. 881 TS

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Vol. 1719 Page 4613 THIS TRUST DEED, made this 23 Robert De Pau Hurdle, Jr. and Jeffgrey Bryan Hurdle , 19 79, between Klamath County Title Company , as Grantor, and Edward C. Dore, Jeanne M. Dore and Rose G. Young , as Beneficiary, , as Trustee,

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STATE OF OREGON

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

Lot 40 Block 1 of Mountain Lakes Homesites, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

AKA: Jeffrey B. Hurdle and Robert Hurdle, Jr.

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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 connec-tion with said real estate. with said real estate. FOR THE, PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

Instrument, irrespective of the maturity dates expressed therein, or gricultural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in subordination or other or creating any restriction thereon; (c) iom in any subordination or other or creating any restriction thereon; (c) iom in any function of the truthulment allocities this deed or the line property of the coli; (d) reconvey, withkement allocities this deed or the line of the same subordination or other or creating any restriction thereon; (e) normality all or any part of the property for the coli; (d) reconvey, withkement allocities the property or presented in this paragraph shall be not hex they for any matters or lacts shall be property provided by a court, either in person, by adent or by session of any of the same subordination any default by franter hereunder, humilian any to be any pointed by a court, either in person, by adent or by presented by a court beread, in the paragraph shall be not hex they like same or persons and profits, including those mannes are or otherwise collect the rents, issues and profits, including those mannes are or otherwise collect the rents in the indebtedness hereby without refard to the adequacy of any dat and other the east and expressed operation and courd unpaid and poperty, the constant and express of operation and courd unpaid and poperty. The constant and express of operation and courd unpaid and poperty, and the application or any adrenteed as an oralid there as benear on present and the application of any adared to the adared as there are a data and other the way any default or notice.
I. The entering upon any indebtedness secured are property, and the application of any adared to any addent or notice of all property is currently used, the here any default or notice of all property is currently used. The beneficiary may are addent to any addrent any and and other way any dedation or notice of adared to any addent any act and expression o

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sucplus, if any, to the grantic or to his successor in interest entitled to such surplus. 16: For any reason permitted by law bendiciny may from time to successor bit a successor or successors to any trustee named herein or to any entropy of the successor or successors to any trustee named herein or to any successor bit a successor trustee, the latter shall be insued with all title powers and during on any trustee herein round by written powers and successor trustee, the latter shall be insued by written instrument execution of the successor trustee herein round by written powers and during the successor trustee, the latter shall be insued by written powers and successor trustee, the latter shall be insued by written instrument executed by benchicary, containing reference to the by the form of the place of read of the which, when recorded in the office his trust deed Clerk or Recorder of the which, when recorded in the office his trust deed Clerk or Recorder of the struct when this deed, dury remsee, acknowledged is made a public record as provided by law. Trustee and obligated to notify any public record as provided by law. Trustee is not read or any action or proceeding in which grantor, beneficing 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 attainey, 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.

1.

- 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

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 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 writte

| * IMPORTANT NOTICE: Delete, by lining out, whichever warran<br>not applicable; if warranty (a) is applicable and the beneficia<br>or such word is defined in the Truth-in-Lending Act and Res<br>beneficiary MUST comply with the Act and Regulation by m<br>disclosures; for this purpose, if this instrument is to be a FIRST<br>the purchase of a dwelling, use Stevens-Ness Form No. 1305<br>if this instrument is NOT to be a first lien, use Stevens-Ness Form<br>equivalent. If compliance with the Act not required, disrega<br>(If the signer of the above is a corporation,<br>use the form of acknowledgment opposite.)<br>(ORS | ry is a creditor<br>yulation Z, the<br>aking required<br>lies to finance<br>or equivalent;<br>p = 2 + 2i   |
|--|--|
| STATE OF ERESON, California<br>County of Att (my see )ss.  | STATE OF OREGON, County of   |
| Jefferey Bryan Hurdle and Robert<br>De Pau Hurdle, Jr.   | each for himself and not one for the other, did say that the former is the<br>president and that the latter is the<br>secretary of   |
| and acknowledged the toregoing instru-<br>ment to be their voluntary act and deed.<br>(OFFICIAL Before man<br>SEAL)  | and that the seal allixed to the foregoing instrument is the corporation,<br>of said corporation and that said instrument was signed and sealed in be-<br>half of said corporation by authority of its board of directors; and each of<br>them acknowledged said instrument to be its voluntary act and deed.<br>Before nue: |
| Notary Public tor Oregon CALIFORNIA<br>My commission expires: 9-21-91  | Notary Public for Oregon<br>My commission expires:<br>(OFFICIAL<br>SEAL)   |
| The undersigned is the legal owner and holder of all in<br>trust deed have been fully poid and will in the legal owner and holder of all in  | debtedness secured by the foregoing trust deed All even  |
| herewith together with said trust deed) and to reconvey, with<br>estate now held by you under the same. Mail reconveyance a  | tes of indebtedness secured by said trust deed (which are delivered to you under the terms of but warranty, to the parties designated by the terms of said trust deed the nd documents to  |
| DATED  |  |
|  | Beneficiary  |
| Do not lose or destroy this Trust Deed OR THE NOTE which it secures.   | Both must be delivered to the trustes for cancellation before reconveyance will be made.   |
| TRUST DEED<br>(FORM NO. 56) H HILG] S (DIG BC  | STATE OF OREGON  |
| Robert De Pau Hurdle and re  | County of <u>Klamath</u><br>I certify that the within instru-<br>ment was received for record on the   |
| Jefferey Bryan Hurdle<br>Grantor<br>Dorg. Dore and Young   | ACE RESERVED at. 10:054. o'clockA. M., and recorded<br>FOR in book. M79 on page 4613 or  |

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Beneficiary <u>1990)</u> AFTER RECORDING RETURN TO 195 Realized for Fall Hardens, He Klamath County Title Company Attn: Milly £ . . . . 11

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|     |                      | 00110       |           |

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RECORDER'S USE

County Clerk By Almetha Fee - \$6.00

County affixed.

Wn. D. Milne

Witness my hand and seal of

Keloch

.....

.....Title

....Deputy

Record of Mortgages of said County.