

64896

WITNESSETH:

GENERAL DEED

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE CONTRACT AND NO/100s***

The above described real property is hereby conveyed to the grantee, subject to the following conditions:

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; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any structure which may be constructed, damaged or destroyed on said property.

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

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 commit or 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.

Grantor also covenants to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing arrangements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

Grantor shall provide and continuously maintain insurance on the buildings against loss or damage by fire.

[illegible]

5. That the said premises free from construction lens and to pay all assessments and other charges that may be levied or assessed upon or against said property before delinquent and promptly delinquent, assessments become past due or delinquent and to make payment of any taxes, assessments, insurance or by providing beneficiaries with funds with which to pay, by direct payment, beneficiary may, at its option, make payment thereof, make such payment, beneficiary may, at the rate set forth in the note secured by this amount so paid, with interest as described in paragraphs 6 and 7 of this hereby, together with the obligations described in paragraph 6 of this trust deed, shall be added to and become a part of the principal of any of the trust deed, without deduction of any rights arising as aforesaid, the property, and for such payments, with interest as aforesaid, the property, covenants heretofore described, as well as the payment of the obligations herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and render all sums secured by this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note endorsement (in case of full reconveyances, for cancellation), without allocation of the liability of any person for the payment of the indebtedness, trustee shall execute such instruments as beneficiary's request.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done hereunder.

[illegible][illegible]

14. Otherwise, the sale shall be a sale. The trustee may sell said parcel or parcels in one or more separate parcels and shall sell the same at the time of sale. Trustee shall accept the highest bidder for cash, payable in full as required by law conveyed to the purchaser at the time of sale. The trustee shall not be bound to accept the offer to the purchaser its offer-covenant or warranty, or any other consideration for the property so sold, but need of any matters of fact shall not be a defense to the trustee. The recitals in, and the deed of any person, excluding the trustee, but including the trustee, shall be binding thereon. Any person, excluding the trustee, but including the trustee, shall be bound by the terms of this sale.

[illegible]

16. For any reason permitted by law, beneficiary, may from time to time appoint a successor or successors to any trustee named herein or to any trustee appointed hereunder. Upon any such appointment, and when a successor trustee appointed hereunder shall be vested with the powers and duties of the trustee, the latter shall be vested with the powers and duties of the trustee hereunder, and the appointment and conveyance to the successor trustee shall be deemed to be made by the trustee hereunder. Each such appointment and substitution shall be made by a deed, and each such deed shall contain reference to this trust instrument and to the deed or deeds containing reference to this trust instrument executed by the grantor or grantors in the original deed or deeds, and its place of recording in the county or counties in which the property is situated, and shall be recorded in the county or counties in which the property is situated.

17. Trustee accepts as provided by law. Trustee acknowledged is made a party hereto of pending suit under any other or obligated to testify at any court or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor is brought by trust shall be a party unless such action or proceeding is brought by trust.

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, 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.

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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

March 30, 1979

Personally appeared the above named

Mitchell Dean Rose & Stephanie S.

Rose, husband & wife

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 7-16-81

STATE OF OREGON, County of _____, 19____ 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: _____

(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

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

CERTIFIED MORTGAGE CO.

836 KLAMATH AVENUE

KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 2nd day of April, 1979, at 3:30 o'clock P.M., and recorded in book M79 on page 7190 or as file/reel number 64896. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title
By *Deborah A. Helgeson* Deputy