Fee56.00 MIC -TRUST DEED. Vol. M/9 Page 9303
April , 1979 , b 66151 TRUST DEED ..., between THIS TRUST DEED, made this llth ...day of... WAYNE A. CONNORS and PAM J. CONNORS, husband and wife , as Grantor, MOUNTAIN TITLE COMPANY, an Oregon corporation, as Trustee, CHARLES A. FISHER , as Beneficiary, and WITNESSETH: Record of Afortion Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sule, the property KLAMATH County, Oregon, described as: in $\operatorname{in} Inio!$ W 2415 Lot 6, Block 8, Tract No. 1091, LYNNEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. I willis they she wasten County of Garjach ACOUNT HE SOLE TRUST DEED STATE OF GREGON

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of FIVE THOUSAND and no hundreds 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 livel express of principal and interest hereof, if not sooner paid, to be due and payable July 11 1979

thereon according to the terms of a promissory note of even date nerewith, payable to beneficiarly or order and made by grantor, the final payment of principal and interest hereof, if not toonor 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 of said note 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, or herein, shall become immediately due and payable.

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

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

1. To protect, preserve and maintain said account.

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 demonith any building or improvement thereon;
not to commit or permit any waste of said property.

2. To complete or restore promptly end 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 ail laws, crdinances, regulations, covenants, conditions and restrictions altecting said property; il the beneficiary so requests, to
join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling same in the
proper 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.

join in executing such limancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filling some in the proper public offices or offices, as well as the code of the public office or offices, as well as the code of the public office or offices, as well as the code of the public office or offices, as well as the code of the public office or offices, as well as the code of the public office or offices, as well as the code of the public office or offices, as may be deemed desirable by the beneficiary of the public of the public of the public of the public offices of the public of the public of the public offices of insurance shall or officiary may from time to the public of the p

ullural, limber or grazing purposes.

(a) consent to the making ol any map or plat ol said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or cherke thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthulness thereoi. Truttee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by granton hereunder, beneliciary may at any time lithout motics, either in person, by agent or duy a group of the property of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, insues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including tross secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property and the property and the property of the collection of such tents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including tross accured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and profits, or the proceeds of irre and other insurance policies or compensation or awards to any taking or damage of the property in an adult or notice of default and the property in an adult or notice of default and the property in an adult or notice of default and the property of in his performance of any agreement hereunder, the beneficiary may included any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness

surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

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 successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of vecorie, which, when recorded in the other of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, and acknowledged 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 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: Thei Trust Deed Act provides that the trustee Hereunder must be either an attempt, 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 lows of Oregon or the United States, a title insurance company authorized to injure title to real 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 EXCEPT: That Trust Deed in favor of Klamath First Federal Savings and Loan Association, recorded in Volume M78, page 12305, to which this instrument is inferior.

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 it 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, executersonal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the line 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 Warneston vivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, (ORS 93,490) STATE OREGOND Klamath STATE OF OREGON, County of..... 19...... Personally appeared the above named Wayne A.
Connors, and Pam J. Connors Personally appeared 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 and acknowledged the toregoing instruand 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: their soluntary act and doed. ment to be Before 2007 Fribral Vellinge (OFFICIAL SEAL) Notary Public for Oregon (OFFICIAL SEAL) Notary Public for Oregon My commission expires: 9/6/8/ My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. ..., 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 bytyou under the same. Mail reconveyance and documents to . g tpo temot paner imp - proministro meninte Beneticiary 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 (FORM No. 881) LAW PUB. CO., PORTLAND, ORK County of Klamath I certify that the within instru-THE OF CHARLES AND FIRST CONTROL OF THE CONTROL OF ment was received for record on the at 8:44 o'clock A.M., and recorded in book M79 on page 9303 or as file/reel number 66151 SPACE RESERVED County, Or Jon they a

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Chuck fight that the same that By Sernethan Shelts Deputy

Record of Mortgages of said County.

Witness my hand and seal of

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de der distant County affixed.