

74429

Vol 39 Page

CONLEY STEAK

24 day of

CONFIDENTIAL

CONLEY STEAK

THIS TRUST/DEED, made this

THIS TRUST/DEED, made this 17 day of July, 1977, by Clifford Honeycutt and Patricia Honeycutt, Husband and wife

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

as Grantor, ..... William L. Sisemore

Town & Country Mortgage and Investment Co., Inc.

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to  
in Klamath County, Oregon, described as:

in Klamath County, Oregon, described as:

Lot 26, Block 125, Mills Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon

LOST DEED

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 of the obligations herein, the sum of Twenty-four thousand and no/100 Dollars and no/100 Dollars

FOR THE PURPOSE OF SECURING the sum of Twenty-four thousand and no/100 Dollars 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 any, shall be made on or before 24 1984, which the final installment of said note

note of even date herewith, payable to beneficiary or order and due on September 24, 1984, on which the final installment of said note not sooner paid, to be due and payable. The date, stated above, on which the final installment of said note is due, secured by this instrument is the date, stated above, on which the final installment of said note is due, and no interest thereon or any interest therein is sold, agreed to be sold, or shall be sold, to the beneficiary.

The date of maturity of the debt secured by this instrument, or any part thereof, or any interest thereon, becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, is 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, shall become immediately due and payable.

shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of a

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; and

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or

3. The restrictions affecting said property, if the beneficiary so requests, to join in executing such financing statements, pursuant to the Uniform Commercial Code as the beneficiary may require, not to pay, for filing same, 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.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in

[illegible][illegible]

7. To appear in and defend any action or proceeding, pursuant to the action or rights or powers of beneficiary or trustee, and in all such actions or proceedings in which the beneficiary or trustee may appear, including the foreclosure of the mortgage, to pay all costs and expenses, and to pay the attorney's fees and costs of the beneficiary or trustee, including the attorney's fees mentioned in this paragraph, and to satisfy the judgment of the trial court and in the event of an appeal from any judgment of the trial court, to pay the further costs to pay such sums as the trial court shall determine to be reasonable as the beneficiary's or trustee's legal costs on such appeal.

[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 no endorsement (in case of full reconveyances, for cancellation), without the liability of any person for the payment of the indebtedness, trustee

(c) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any charge subordination to any agreement affecting this deed or the lien on the property. The foregoing recovery, without warranty, all or any part of the person or persons claiming in any reconveyance may be described as any matters or facts shall legally entitled thereto, and the recitals thereof. Trustee's fees for any of the foregoing proof of the truthfulness thereof, shall be not less than \$5.

be conclusive proof of the indebtedness shall be not less than \$5.  
services mentioned in the paragraph shall be not less than \$5.  
any default by grantor hereunder, beneficiary may at any  
time without notice, either in person, by agent or by registered mail,  
pointed by a court, and without regard upon and take possession of said property  
the indebtedness thereof, in its own name sue or otherwise collect the same,  
and profits, including those past due and unpaid interest, principal,  
less costs and expenses of operation and collection, including reasonable attorney's  
fees upon any indebtedness secured hereby, and in such order as beneficiary

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 said 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 pursuant to such notice."

[illegible][illegible]

be due had no default occurred, and the same shall be dismissed by the trustee. If any of the said property is sold, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee shall sell the parcel or parcels of land in one parcel or in separate parcels, for cash, payable at the time of sale. The trustee shall auction to the highest bidder the property sold in form as required by law. The trustee shall sell the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of the property sold in fact shall be conclusive proof of the truth of the same. No person, excluding the trustee, but including the beneficiary, may purchase at the sale. The trustee shall provide herein, true

[illegible][illegible]

17. Trustee accepts this trust when as provided by law. Trustee is acknowledged, is made a public record as provided by law. Trustee is 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; 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.

55020

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 is 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

September 24, 1979

Personally appeared the above named

Clifford Honeycutt and  
Patricia Honeycutt, Husband and  
Wife

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

(OFFICIAL  
SEAL)

Before me:

Notary Public  
DONNA R. RICK  
NOTARY PUBLIC-OREGON  
My Commission Expires 1/1/83

STATE OF OREGON, County of \_\_\_\_\_, ss.

Personally appeared \_\_\_\_\_ and

\_\_\_\_\_ who, each being first  
duly sworn, 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 the 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: \_\_\_\_\_

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

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO:

TA Donna

1/1/83

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 24th day of September, 1979, at 3:31 o'clock PM, and recorded in book M79 on page 22657 or as file/reel number 74429.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernetha J. Hutsch Deputy

Fee \$7.00