

75045

TRUSTEE'S DEED

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THIS INDENTURE, Made this 4 day of October, 1979, between
Klamath County Title Company, hereinafter
 called trustee, and Martin Development Corporation,
 hereinafter called the second party;

WITNESSETH:

RECITALS: Clarence J. Harrison and Bonnie S. Harrison, as grantor,
 executed and delivered to Klamath County Title Company, as trustee,
 for the benefit of Martin Development Corporation, as beneficiary,
 a certain trust deed dated November 19, 1978, duly recorded on November 20, 1978, in
 the mortgage records of Klamath County, Oregon, in book M78 at page 26209 thereof.

In said trust deed the real property therein and hereinafter described was conveyed by said grantor to said trustee to secure, among other things, the performance of certain obligations of the grantor to the said beneficiary. The said grantor thereafter defaulted in his performance of the obligations secured by said trust deed as stated in the notice of default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing; a notice of said default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy grantor's said obligations was recorded in the mortgage records of said county on November 20, 1978, in book M78 at page 26209 thereof, to which reference now is made.

After the recording of said notice of default, as aforesaid, the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by him and as required by law; copies of the trustee's said notice of sale were mailed by U.S. registered or certified mail to all persons entitled by law to such notice at their respective last known addresses; the persons named in subsection 1 of Section 86.750 Oregon Revised Statutes were timely personally served with said notice of sale, all as provided by law; and at least 120 days before the day so fixed for said trustee's sale. Further, the trustee published a copy of said notice of sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred at least twenty days prior to the date of such sale. The mailing, service and publication of said notice of sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the mortgage records of said county; said affidavits and proofs, together with the said notice of default and election to sell and the trustee's notice of sale, being now referred to and incorporated in and made a part of this trustee's deed as fully as if set out herein verbatim. On the date of said notice of sale, the undersigned trustee had no actual notice of any person, other than the persons named in said affidavits and proofs having or claiming a lien on or interest in said described real property subsequent to the interest of the trustee in the trust deed.

Pursuant to said notice of sale, the undersigned trustee on October 4, 1979, at the hour of 2:00 o'clock, P.M., of said day, Standard Time as established by Section 187.110, Oregon Revised Statutes, (which was the day and hour to which said sale was postponed for reasons and as expressly permitted by subsection 2 of Section 86.755, Oregon Revised Statutes),* and at the place so fixed for sale, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said trust deed, sold said real property in one parcel at public auction to the said second party for the sum of \$10,921.57, he being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property. The true and actual consideration paid for this transfer is the sum last stated in terms of dollars. However, the actual consideration consists of or includes other property or value given or promised which was ^{part of the} ~~the whole~~ consideration (state which).^①

NOW THEREFORE, in consideration of the said sum so paid by the second party in cash, the receipt whereof is acknowledged, and by the authority vested in said trustee by the laws of the State of Oregon and by said trust deed, the trustee does hereby convey unto the second party all interest which the grantor had or had the power to convey at the time of grantor's execution of said trust deed, together with any interest the said grantor or his successors in interest acquired after the execution of said trust deed in and to the following described real property, to-wit:

Lot 3 Block 2, Tract 1093, Pinecrest, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath,
 I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original of the above described instrument as the same appears from the records of the County of Klamath, State of Oregon.

NOTARIAL PUBLIC

My Comm. Expires _____

NOTARIAL PUBLIC

My Comm. Expires _____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Klamath, State of Oregon, this _____ day of _____, 1979.

TO HAVE AND TO HOLD the same unto the second party, his heirs, successors-in-interest and assigns forever.

*Delete the words in this parenthesis if not applicable.
 NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Ch. 462, Oregon Laws 1967, as amended by the 1967 Special Session.

