78613

and

in

TRUST DEED

Vol. 79 Page

29520

THIS TRUST DEED, made this I VICKIE KOONTZ RAWSON 19th WAYNE R. RAWSON

day of

December

, 19 79 , between

, as Grantor,

, as Trustee, , as Beneficiary,

JUANITA J. ANDERSON

WITNESSETH:

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

Lots 15 and 16, Block I of Lenox Addition according to the official plat thereof on file in the Office of the Klamath

which said described real property does not exceed three acres, 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 steps of a recognized to the terms of a recognized to the terms of a recognized so that the terms of a recognized so that the terms of a recognized so that he results are successful to the terms of a recognized so that he results are successful. final payment of principal and interest hereof, if not sooner paid, to be due and payable June 19

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

1. To protect, preserve and maintain said property in food 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 food 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 a laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cial Code as the beneficiary may require and to pay for filing same in the by filing officers or searching agencies as may be deemed desirable by the proper public office or offices, as well as the cost of all her searches made beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereaster 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 an amount not less than s full insurable value.

now or herealter erected on the said premises against loss or damage by first and such other heards as the beneficiary may from time to time require, in an animum not less than a full I insurable vall. The companies acceptable to the beneficiary, with loss payable to the latter, all of the transfer of mislimee shall be delivered in the hencitury as soon as insured; if the transfer of mislimee shall be delivered in the hencitury as soon as insured; if the transfer shall full for any reason to the hencitury as soon as insured; if the transfer said policies to the henchiciary in the hencitury as soon as insured; if the transfer said policies to the henchiciary to the hencitury as soon as insured; if the transfer said policies to the henchiciary to the henciture of any birth of the expiration of any fire or other insurance policy may be applied by beneficiary in the property of the control of the

pervation, promptly upon beneficiary's request.

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 for

to be due and payable

June 19

and 1980

In 80

and payable

June 19

and the liability of any person for the payment of the indebtedness, truster may (a) consent to the making of any map or plat of said property. (b) poin in granting any easient or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed or the hein or charke franting any reconvey, without payable of any map or plat of the property. The feefily entitled thereto, and the recitals therein of any matters or target franties in any reconveyance may be described as the "person of persons be conclusive proof of the truthfulness thereof. Trustre's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Renatus hereunder, beneficially may at any pointed by a court, and without relard to the adequacy of any security for the indebtedness hereby secured to the adequacy of any security for the indebtedness hereby secure here upon and take possession of said property or any part thereof, in its own ame sure for or otherwise collect the tentiless costs and expenses of operation and collection, including these past due and unpaid, and apply the same, less costs and expenses of operation and collection, including tensonable attorney any determine.

11. The entering upon and taking passession of said property, and the application or release thereof as advanced of ture and other misurance policies or compensation or awards for any taking or damage of the misurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as advanced in turn and other or waive any default or notice of default hereunder or invalidate any act done property, and the application or release thereof as advanced and the entry of the misurance policies or compensation of a such release thereof as advanced in equity of the property of

shall fix the time and place of sale, five notice thereto, wheteupon the truster shall fix the time and place of sale, five notice thereto as then triquired by law and proceed to forcelose this trust deed in the manner provided in ORS 86.740 to 86.795.

The trustee for the trustee's sale, the Grantor or other person so privileged by the trustee for the trustee's sale, the Grantor or other person so privileged by the trustee for the trustee's sale, the Grantor or other person so privileged by the trustee amount then due under the terms of the trust deed and the irrely, the entire amount then due under the terms of the trust deed and the enforcing the terms of the obligation costs and expenses actually incurred in enforcing the terms of the obligation of trustee's and attorney's term not exceeding \$50 each) other than such portion of the principal as would not then be due had no default occhared, and thereby cure the default, in which even all forcelosure proceedings shall be distinsted by the trustee.

14. Otherwise, the sale shall be field on the date and at the trow and place designated in the notice of sale. The trustee may sell said property eather in one parcel or in separate parcels and shall sell the parcel or parch a shall deliver to the purchaser it deed in form as required by has convexing piled. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herem, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in attorney, (2) to the obligation secured by the trust deed, (3) to all person deed as their invitees sells pursuant to the powers provided herem, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in attorney, (2) to the obligation secured by the trust deed, (3) to all person deed as their invitees well as purpose, excluding the compenses of sale, on this end of the proceeds of sale, on the sale and the sale an

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

The Tiest Coef Act provides that the tristee hereunder most be either an attorney, who is an active member of the Oregon Scree do in this consistence of the Oregon Scree do in the Coefficient of the Oregon Scree do in the Coefficient of the Oregon Scree do in the Coefficient of the Oregon Scree do in the Oregon Screen do in the Oregon Scree

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),

purposes.

purposes.

This deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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 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 if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1305 or equivalent; 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 apposite.)

Sicke of Koonty

STATE OF OREGON, (CRS 93,490) County of Klamath December 19 . 1979 Personally appeared the above named Vickie, Koontz Rawson

VICKIE. ROUTILZ RAWSOTT

With and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICEAL

Narary Public for Oregon

My commission expires: 12/20/81

My commission expires: 12/20/81

STATE OF OREGON, County of

Personally appeared

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 that the seal affixed to the loregoing instrument is the corporation, 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)

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\$ T200	0.00
Six	Months

Klamath Falls, Oregon

above date with interest thereon at the rate of 10 percent per annum from above date until paid; interest to be paid upon demand. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's less and collection costs of the holder hereof; and if a suit or an action if filed hereon, also promise to pay (1) holder's reasonable attorney's less to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as a vicinity of the appellate court, as the holder's reasonable attorney's less in the appellate court.

Vickie Koontz Rawson