FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	Volster Pare 11-12
TN-1 79758 CENTER TRUST DE	
10 MOLLU 21741 at 11 11 14th 21 THIS TRUST DEED, made this 14th ANZA, INC., an Oregon Corporation	v of <u>Mu</u> • December - 797, between on
as Grantor, FORREST D. EPPERSON AND LI	IDA EPPERSON , as Trustee, and
FORREST D. EPPERSON AND LI	
in <u>Kramatu</u> County, Oregon, described A portion of Lot 1, Block 75, Buena V Falls, Oregon, described as follows: Beginning at the most Easterly corner ing being at intersection of Southwest Northerly line of Addison Street, and said Southwesterly line of Oregon Aven most easterly corner of property heret Böstwick and Gertrude F. Bostwick, hust westerly and parallel with the Northwe Southerly line of said lot; thence East Addison Street to the point of beginn together with all and singular the tenements, hereditaments and appu now or hereatter appertaining, and the rents, issues and profits there tion with said real estate.	ys to trustee in trust, with power of sale, the property as: ista Addition to the City of Klamath of said Lot 1, said point of beginn erly line of Oregon Avenue with running thence Northwesterly along ue, a distance of 86.96 feet to the ofore conveyed to Arthur Louis band and wife; thence running South- sterly line of said Lot 1 to the mos sterly along the Northerly line of ing. rutenances and all other rights thereunto belonging or in anywise of and all fixtures now or hereafter attached to or used in connec- each agreement of grantor herein contained and payment of the Dollars & 99/100 (\$4,748.99)
note of even date herewith, payable to beneficiary or order and made	by grantor, the final payment of principal and interest hereof. If
not sooner paid, to be due and payable <u>Mattern</u> <u>Mattern</u> . The date of maturity of the debt secured by this instrument is becomes due and payable. In the event the within described property sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instru- herein, shall become immediately due and payable.	the date, stated above, on which the final installment of said note t, or any part thereof, or any interest therein is sold, agreed to be having obtained the written consent or approval of the beneficiary. ment, irrespective of the maturity dates expressed therein, or rel, timber or grazing purposes.
To protect the security of this trust deed, grantor agrees:	(a) 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 subordination or other, dreement allecting this deed or the lien or charge subordination or other, afreement allecting this deed or the lien or charge thereoit; (d) reconvey, without warranty, all or any part of the property. The second secon

Hors and restrictions alfecting said property. If the other the Unitorm Commerciation in the Deneliciary may require and cost of uling same in the figure collines, as may be deemed desirable by the proper public office or offices, as may be deemed desirable by the proper public office or offices, as may be deemed desirable by the proper public office or offices, as may be deemed desirable by the proper public office or offices, as may be deemed desirable by the proper public office or offices, and continuously maintain insurance on the buildings of the office of the harded as the beneliciary may require against loss or damage by the proper public office or the said premises against loss or damage by the proper public of the there is and a strict of the beneliciary as soon as insured; policies of insurance shall be or reason to procure any such insurance and to if the grant shall be here is any as policy of the expiration emetion of the beneliciary as soon as insured; policies of insurance income on or herealter placed on said buildings, include any procure the same at grantor's expense. The beneliciary may determine, or at option of beneliciary, and the amount so collected, or may determine, or at option of beneliciary and the amount so collected, or may determine, or at option of beneliciary and the submetic or invalidate any at the or of walker any due the dual thereunder or invalidate any any determine, or at option of all to make persone there and the assessments and other charges that may be levied or assessed upon becharges become past due or delinquent and prompty due or any taxe, assessments in the objections due to the substant for the boliciary with lunds with which to by direct payment, of with interest, and here balled in parager below any of the objection y rights arise from balle by due to the starts thered or the objection y, with a substant and the proper pay of the substant for the objection y, with the pay below any trace, assessments and the proper pay and substants. The proper below any t

iĽ Ľ, Fry or all profits, including those past due and unpaid, and apply the sam-less costs and expenses of operation and collection, including reasonable attor-ncy's less upon any indebtedness secured hereby, and in such order as bene-liciary may determine. I. The entering upon and taking possession of said property, the I. The entering upon and taking possession of said property, the

ticiary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceed of time and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as alor-said, shall not cure or waire any default or notice of default, hereunder or invalidate any act done pursuant to such notice.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all baseficiary at his election may proceed to foreclose this trust devi-ing any and any secure hereby immediately due and payable. In such any declare all baseficiary at his election may proceed to foreclose this trust devi-ing any as a morigade or, direct, the trustee to foreclose this trust devi-ing any secure hereby the secure hereby to be any any proceed to a foreclose the trust devi-ing any secure hereby the secure hereby the secure and the secure and cause to be recorded his written molice of default and his election to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee shall lix the time and place of sale, give notice therebot as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. 13. Should the beneliciary elect to foreclose by advertisement and sale trustee for the trustee's sale, the grantor or other person so priviley the trustee for the trustee's sale, the grantor or other person so priviley is respec-tively, the entire amount then due under the terms of the trust leed and respec-tively, the entire amount then due under the terms of the trust devide and there boligation and trustee's and attrustee's lees not expec-tively the amounts provided by law) other than sourd, and thereby cure che default, in which event all loreclosure proceeding shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and

The octavity, in such that the sale shall be held on the date and at the time and 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the deed of any matters of lact shall be conclusive proof plied. The recitals in the deed of any matters of lact shall be conclusive proof of the trustee share of the sale shall be conclusive proof of the trustee share the sale. The sale share the sale. 15. When trustee sells purchase at the sale.

the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney. (2) to the obligation secured by the trust deed, in the trustee's attorney, (2) to the obligation secured by the trust deed, in the trustee's attorney, (2) to the grantor of this successed in interest at the trustee on the trust deed, as their interests usan appear in the order of their priority and (4) such surphus.

sutplus, if any, to the granny of to his auxyessy in interest entitied to such surplus. (16. For any reason permitted by law heneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conterred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust, deed and its place of record, which, when recorded in the ollice 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. (17) Trustee necepts there to a provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of the for oil my optic stick quark statement. House of a party unless such action or proceeding is brought by 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 Sor, 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 rec property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 656.505 to 696.585

1443 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 SUBJECT TO Trust Deed executed by Louis Van Dyke to Transamerica Title Insuranœ Co., as Trustee for AMFAC MORTGAGE CORP., as beneficiary, dated Sept. 5, 1974, recorded Sept. 13, 1974, in Vol. M-74, p. 12173, Microfilm records of Klamath County, Oregon, and Mortgage executed by ANZA, INC., an Oregon Corporation, to the United States National Bank of Oregon dated March 29, 1978 and recorded March 29, 1978, in Mortgage Vol. M-78, page 5998, Microfilm Records of Klamath County, Oregon, as to both of which the lien of this Trust Deed is junior, and that Klamath county, Oregon, as to both of which the same against all persons whomsoever.; a breach of any of them is likewise a breach of this largest beed. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily tor 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 This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. ANZA INC. Mulad President Secretary (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON. STATE OF OREGON, County of Klamath County of Klamath December 1979 January 3 \_\_\_\_80 Chile Personally appeared willrem Personally appeared the above named. William E. Chilcote, President duly sworn, did say that the former is the... of Anza, Inc. president and that the latter is the .... secretary of ANZA INC., an Oregon Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument way signed and sealed in behall of said corporation by authority of its board of threetors; and acknowledged the foregoing instruand each of them as his .....voluntary act and deed. owledged said instrument to be ment to be e its voluntary act Before me: 1/3/80 Before me: (OFFICIAL 17 SEAL) Notary Public for Oregon VFORFACIAL 100 - Color Notary Public for Oregon SEAL) My commission expires: 5/1/82 My commission expires: Salada Harberten The state of the second state of the second state of the second second second second second second second second EPG-0 Te be used only when obligations have been paid. persynthetic and spritche son personaliste a company and 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 marini WELT THE LOUGH TARGE s and profits that as and all thranks are at de-DATED: 19 June of sold let, thenes "astronant from the sold of the solution of estvirts and services is lostvict, including and wifes their services for the force of the line of Beneficiary Ling and 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. As the Graph of the AROS out he det of all y 法限制等 TRUST DEED TTIS DI CLEZOR Cerner of STATE OF OREGON, 882 (FORM No. 881) SS. 01. 140 KS C STEVENS NESS LAW PUB. CO County of ....Klamath I certify that the within instru-INC. ment was received for record on the 23rd day of January 19 80. A STATES AND STATES at.4:17 .......o'clock P. M., and recorded SPACE RESERVED Grantor in book/reel/volume No. M-80 on FORREST D. EPPERSON LINDA J. EPPERSON FOR page. 1442 or as document/fee/file/ RECORDER'S USE instrument/microfilm No. 7.97.58 ....., 5859 Winter Ave. Record of Mortgages of said County. Beneticiary Klamath Falls, OR. Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. RODECCENTS Steven A. Zamsky, P.C. Wm. D. Milne County Clerk 110 North Sixth St. Suite 207 Klamath, Falls, Oregon 97601 Fee \$7.00