

80451

Vol. 80

Page

2576

THIS TRUST DEED, made this

7 day of February

19....8.0, between

REX H. ERVIN

REX H. ERVIN
TRANSAMERICA TITLE INSURANCE CO

REX H. ERVIN, President
TRANSAMERICA TITLE INSURANCE CO.
and WILLARD J. KLIPFEL AND BETTY JO KLIPFEL, husband and wife, as Beneficiary,
WITNESSETH: Record of Mortgages of this County
of the property

WITNESSETH:

and WILLARD J. KLIPPEL AND _____
WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:

The South 65 feet of Lot 16, Block 211 MILLS SECOND ADDITION TO
THE CITY OF KLAMATH FALLS, in the County of Klamath, State of
Oregon.

LEON DEED

2145E OF 045304

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 therewith.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Five thousand seven hundred and 00/100 Dollars, with interest

sum of Five thousand seven hundred and no/00 dollars, February 1, 1985,
thereon according to the terms of a promissory note of even date herewith, payable to beneficiary, or order,
final payment of principal and interest hereof, if not sooner paid, to be due and payable February 1, 1985,
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 real property is not currently used for agricultural, timber or grazing purposes.

The above described real property,

To protect the security of this trust deed, grantor agrees:
and maintain said property in good condition

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and to permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or removed thereon and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary, or any person claiming under such beneficiary, is a member of the Uniform Commercial Code in executing, signing, or paying, or to pay, any instrument, or in making any payment, or in making any transfer, or in making any search made by a 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 buildings now or hereafter erected on the said premises against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ _____, written in _____, later all companies acceptable to the beneficiary, with loss payable to _____, policies of insurance shall be delivered to the beneficiary as soon as insured, if the grantor shall fail for any reason to procure any such insurance and if the grantor shall fail for any reason to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount of any such insurance policy may be collected by the beneficiary as beneficiary claim upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a waiver of any default or notice of default hereunder or invalidate any other provision of this notice. The beneficiary shall be entitled to pay all costs done pursuant to such notice. _____ less from construction lens and to pay all or

[illegible][illegible]

8. In the event that any portion of said real property shall be taken under the right of eminent domain or any other law, the monies payable thereunder shall be paid to the beneficiary of this deed, or to the beneficiary, if it so elects, to take, which are in excess of the amount necessarily paid as compensation for costs, expenses and attorney's fees and necessarily paid to pay all reasonable costs, expenses and attorney's fees and to the beneficiary incurred by grantor in such proceedings, shall be paid to the beneficiary as provided by it first upon any reasonable costs, expenses and attorney's fees incurred by it in the trial and appellate courts and the balance applied upon the indebtedness of the beneficiary in such proceedings, and the beneficiary agrees, at its own expense, to take such action as may be necessary to secure hereby; and such payments as shall be necessary in obtaining such costs, expenses and attorney's fees shall be paid by the beneficiary.

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 endorsement (in case of full reconveyances, for cancellation); without affecting the liability of any person for the payment of the indebtedness, trustee

(a) consent to the making of any map or plat of said property; (c) join in any granting any easement or creating any restriction thereon; (e) join in any "redemption" or other "agreement" affecting this "deed" or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance shall be described as the "person or persons" entitled thereto, and the recitals therein of any matters or facts shall be conclusively taken as the truthfulness thereof. Trustee's fees for any of the foregoing actions contemplated in this paragraph shall be not less than \$5.00.

[illegible]

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 the 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]

13. Should the beneficiary elect to foreclose before the date set by the trustee at any time prior to five days after the date set by the trustee for the trustee's sale, the grantor or his successors in interest, respectively, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs of trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not have been due had no default occurred, and thereby cure the default, in which event the foreclosure shall be dismissed by the trustee.

proceeding \$500 default occurred, and thereby cure trustee. If due had been made by date of sale, all proceedings shall be dismissed by trustee.

14. Otherwise, the sale shall be held by trustee on the date and at the time and place designated in the notice of sale. Trustee may sell said parcel or parcels either in one parcel or in separate parcels; cash, payable at the time of sale. Trustee shall deliver to the highest bidder, in form as required by law concerning public auction to the purchaser, deed-in-form, as required by law concerning public auction, but without any covenant or warranty, express or implied. The reasons in the deed of any matters of fact shown by conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including beneficiary, may purchase at the sale, provided herein, trustee

[illegible]

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 the necessity of any further instrument, the latter shall be clothed with all rights and powers and all 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 record, which instrument shall be filed in the office of the Clerk or Recorder of the county in which the property is situated, and the appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and 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 record or proceeding in which grantor, beneficiary or trust is a party or in which a claim 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.

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 line, all which are not applicable to (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 Z, 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 not required, disregard this notice.

REX H. ERVIN
REX H. ERVIN

11. If the signer of the above is a corporation, the tax will apply to the tax liability of the corporation. If the signer of the above is an individual, the tax will apply to the tax liability of the individual. (If the signer of the above is a corporation, the tax will apply to the tax liability of the corporation. If the signer of the above is an individual, the tax will apply to the tax liability of the individual.) (IRS 93.490)

STATE OF OREGON, County of Klamath) ss.
February 19, 1980)
Personally appeared) and

Personally appeared the above named _____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the

On or about May 1968, [redacted] was contacted by [redacted] who stated that he had information concerning the activities of [redacted] and that the latter is the president and that the latter is the secretary of [redacted].

and acknowledged the foregoing instrument to be his voluntary act and deed, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-

Before me, Donna K. Mateson, a Notary Public for said corporation, by authority of its board of directors; and each of acknowledged said instrument to be its voluntary act and deed.

Before me: _____

NOTARY PUBLIC-OREGON
My Commission Expires 12/20/83
Notary Public for Oregon (OFFICIAL SEAL)

~~any Commission expires~~

1. Содержание 2. Введение 3. Глава I. Общие положения 4. Глава II. Организация работы 5. Глава III. Ответственность 6. Глава IV. Заключение 7. Приложение 8. Список литературы 9. Список источников 10. Список документов 11. Список таблиц 12. Список рисунков 13. Список формул 14. Список терминов 15. Список сокращений 16. Список аббревиатур 17. Список инициалов 18. Список фамилий 19. Список имен 20. Список отчеств 21. Список дат 22. Список времени 23. Список мест 24. Список предметов 25. Список действий 26. Список состояний 27. Список процессов 28. Список явлений 29. Список понятий 30. Список терминов 31. Список сокращений 32. Список аббревиатур 33. Список инициалов 34. Список фамилий 35. Список имен 36. Список отчеств 37. Список дат 38. Список времени 39. Список мест 40. Список предметов 41. Список действий 42. Список состояний 43. Список процессов 44. Список явлений 45. Список понятий 46. Список терминов 47. Список сокращений 48. Список аббревиатур 49. Список инициалов 50. 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REQUEST FOR FULL RECONVEYANCE

to be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed.

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: _____, 19_____

Remediation:

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before any proceeds will be paid.

DO NOT TALK OR GIVE THIS FORM AWAY OR THE NOTE WHICH IT SECURES. BOTH MUST BE DELIVERED TO THE OFFICE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

TRUST DEED	STATE OF OREGON
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(FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. County of Klamath } ss.

1 certify that the within instrument was received for record on the 24th day of February, 1980.

106-20474-22 1964 06 10 10' Block STJ Wipre 2800
Grantor SPACE RESERVED at 11:47 o'clock A.M., and recorded
M80 2576

[illegible]

RECEIVED BY: BELLA TO KRIBLER Beneficiary

AFTER RECORDING RETURN TO: WICE CO. County annexed.
 MILITARY MAIL OFFICE 9049 E. 111th ST. KANSAS CITY, MO. 64114 Wm. D. Milne

17 Donna

By Cynthia G. Pilecki Deputy
Fee \$7.00

32-9080-1