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FORM No. 881-Oregon Trust Deed Series-TRUST DEED.	TRUST DEED	Vol. 080 Page 2152
	IKUSI DEED	ember <u>19.79</u> , between as Trustee, and
	30th	
THIS TRUST DEED, made this John E. Nist		,
W STREAM BURGES	Insurance, Inc.	rporation as Trustee; as Trustee, and
Transamerica Title	s. Inc. a California Co	rporacion de
wells Fargo Realty Service	F. S. S. Carl Harris to a second	
as Beneficiary,	WITNESSETH:	tee in trust, with power of sale, the property
Grantor irrevocably grants, barga	ins, sells and conveys to has	tee in trust, with power of sale, the property
Klamath County	, Oregon, described	Klamath, State of Oregon, as the office of the County Recorder
(0 4 S) 8 Klamath Con	untry, in the County of	Klamath, State of Oregon, as the office of the County Recorder
Lot & Block O, Man filed in Book	20, Page 6 61 Maps,	A DENTINECOV
of said County.		[11] A. M. Martin and M. Kamara, M. Martin and M. Martin, and M Martin, and M. Martin, and M Martin, and Martin, and Mart Martin, and Martin,
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Dollars, with interest thereon according to the terms of a promissory 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 hereot, it note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and instead where it is a solution of solution of the debt secured by this instrument is the date, stated above, on which the final installment of said note 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. If the not alignitions secured by this instrument, irrespective of the maturity dates expressed therein, or shall become inimediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

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y, or any part intercont the maturity dates expressed therein, or ument, irrespective of the maturity dates expressed therein, or unent, irrespective of the maturity dates expressed therein, or unent, irrespective of the maturity dates expressed therein, or unent, irrespective of the maturity dates expressed therein, or unent, irrespective of the maturity dates expressed therein, or and any easement or comman allecing this ded or the property. The subditional or other systems any be described any matter of here or charge subditional or other systems any be described any matter or here shall feasible environment of the truthlutions the not less than SS. be commented in this paragraph shall or any part of person or persons granter in any hereto," and the recitals therein if any matters or lacts shall be diverse proof of the truthlutions the not less than SS. "I Upon any delault by granto hereunder, beneticiary may a any pointed by a court, and witted, enter upon and take possession less the recitars issues and profile, insuding those past due and macufing ressonable attor-less corts and on any indebtedness secured hereby, and in such order as bene-ney's less under any indebtedness secured hereby, and in such order as a bene-ney's less under any indebtedness secured hereby, and in such order as dore waive any delaut or onice of delaut hereunder or invalidate as west done waive any delaut or noice of delaut hereunder or invalidate as west done waive any delaut or noice of delaut hereunder of invalidate as west done waive any delaut or noice of delaut hereunder of invalidate as west done waive any delaut or noise of any agreement hereungie. The beneficiar, may declare all above described real property in sol so currently used on afficultural. T and it is petited hereby immediately due arrethy used in afficultural indebter delaut on any agreement hereungie. The beneficiar, may declare all above described real property is sol so or wide there in trust and all nergistry as a motiggie in property is so so or wide tha

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. If, For any reason permitted by law beneliciary may from time to interappoint a successor or successors to may trustee named herein or to any interappoint a successor trustees. Upon such appointment, and without successor trustee appointed hereunder. Upon such appointment, and without conveyance for bacessor trustee, the latter shall be vested with all the hereunder. Each such appointment and substitution shall be made by within instrument executed by beneficiary, containing renewers to this trust deep instrument executed by beneficiary, containing the other of the Contry and its place of record, which, when recorded in the other of the Contry shall be conclusive proof of proper appointment of the successor trustee shall be conclusive proof of proper appointment of the successor trustee and chowledged is made a public record as provided by law. Trustee and obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, 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 read property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. 7461-00440

288 2157 THOT-004-7 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)x x sux sux succession and the second grant way to a succession of the second s 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 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 not required, disregard this notice. John E. Nist (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 ... SS. County of Lane • January 17 , 19.80 Personally appeared Personally appeared the above named John E. Nist 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 atfixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. dilly - marine to the and acknowledged the loregoing instrument to be his voluntary act and deed. Belove mé: Before me: (OFFICIAL ¥ SEAL Notary Public for Oregon Notary Public for Oregon My commission expires: 10/14/81 (OFFICIAL My commission expires: 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 byfyou under the same. Mail reconveyance and documents to 1.1 Beneficiary ot lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. 1.1.3 'n State of Oregon, STATE OF OREGON County of Klamath ss. 125 SS. CUMMISSIONERS H County of Klamath I hereby certify that the within instrument was I certify that the within instrureceived and filed for record on the 6th ment was received for record on the day of March 19 80 at .5th...day ofFebruary....., 19...80.., 2:44 at...10:27.....o'clock.A.M., and recorded HACE RESER o'clock P M. and recorded on Page 4287 Ъ in book......N80.....on page 2152....or FÖR in Book M80 Records of Mortgages 8 RECORDERS USE of said County. STATE OF ORES Record of Mortgages of said County. Witness my hand and seal of County affixed. WM. D. MILNE, County Clerk WDEXED Deputy O County ClerkTitle ैन्छ Notech Deputy By Klere ells 11220 Fee \$7.00