82416

TRUST DEED

Vci. 50 Page

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THIS TRU	ST DEED, made this 26th Larry I. Rank and Ramona	day of March S. Rank, Husband and	Wife 19.80 between
as Grantor,	MOUNTAIN TITLE CON	1PANY	, as Trustee, and
Roger W. Sch	hooler and Cheryl Ann School	er , Husanb and Wife	

WITNESSETH:

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

Lot 3, Block 1, TRACT 1116, SUNSET EAST, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

Twenty five thousand and no/100----

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 hereof, if

then, at the beneficiary's option, all obligations secured by this insherein, shall become immediately due and payable.

The above described real property is not currently used for agricultion, and the composition of the composition of the composition of the composition of the committed of the composition of the

It is multifully agreed that:

It is multifully agreed that all or any portion of the noise; pyable tight, it is selects, to require that all or any portion of the noise pyable or compensation for such taking, which are in excess of the amount equired to pay all reasonable costs, superiors and attorney it less necessarily paid or moured by granter in such proceedings, sald be paid to betelicity and supplied by it first upon any reasonable costs and expenses and altorney it less highly the indepted of the indepted upon the indepted of the indepted upon the indepted of the secured hereby, and granter agrees, it its own expense, to take such scitons and execute such instruments as shall be necessary in obtaining such congressions, powerly upon beneficiary a request.

It is multiply upon beneficiary a request.

It is own expenses the request of beneficiary and presentation of this deed and the sixtle tends for endorsement (in case of full reconveyances, for cancellation), without differing the flability of any person for the payment of the indebtedness, trustee may

ural, timber or graxing purposes.

(a) consent to the making of any map or plat of said property: (b) pin in granting any casement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The thereot; (d) reconvey, without warranty, all or any part of the property. The form of any matters or facts shall be conclusive proof of the truthfulness thereof. Truste's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security to be interfediess hereby secured, enter upon and take possession of said property in the fediess hereby secured, enter upon and take possession of said property part thereof, in its own name sue or otherwise collect the tensions of the same, less costs and repeated in the partition of the partition and collection, including reasonable alreading including those past due and unpaid, and apply the same, less costs and property and the application or and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policie or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or waive any desired or incide of delault hereunder or invalidate any act done pursuant to such notice.

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due an payable. In such an event the beneficiary at his election may provide an payable. In such an advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election of self-with the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof 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 beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee of the trustee's sale, the frauntor or other person so privileged by ORS 86.760, may pay to the beneficiary or his success in interest, respectively, the entire amount then due under the terms of he obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and altone the trustee is not approached by law) other than such poper incurred in enforcing the terms of the poline terms of the pain cupied and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by law place the date and at the time and place desirated in the security of the succession of the security of the s

the trustee, in which even all forecourse proceedings shall be distance of the trustee.

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 auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or in-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

ot the truthfulness thereot. Any person, excluding the trustee, but including 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, including 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 having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

surplus. It am, to the granter or to its successor in interest entitied to such surplus.

16. For any reason permitted by law beneficiary may from time to itine appoint a successor or successors to any trustee natural herein in to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written and the control of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: the Trust Dead 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 saxings and loun association authorized to do business under the law; 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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) -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, 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 teminine 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 we manty (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. Ka I. Rank (If the signer of the above is a corporation, use the form of acknowledgment apposits.) IORS 93,4901 STATE OF OREGON. STATE OF OREGON, County of ..................................) ss. County of Klamath ....., 19...... , 19 80 March 26, Personally appeared .......... and .... who, each being first Personally appeared the above named Larry [. Rank and duly sworn, did say that the former is the Ramona S. Rank president and that the latter is the secretary of ٢٥٠ a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that the 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 acknowledged the foregoing instrutheir voluntary act and deed.

Betors to La Stelle? ment to be and deed. telle Before me: SEAL) Notary Public for Oregon Notary Public for Oregon (OFFICIAL SEAL) My commission expires? Topicas July 13, 1311 My commission expires: REQUEST FOR FULL RECONVEYANCE Te be used only when obligations have been paid. , Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 reconvey ance and documents to DATED: , 19. ... . Beneficiary net less 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. TRUST DEED STATE OF OREGON. County of Klamath ss. (FORM No. 881) PIERE LAW PUB. CO., PORTI I certify that the within instrument was received for record on the 27th day of March 1980, at 8:33 ...o'clock A...M., and recorded

SPACE RESERVED

FOR

RECORDER'S USE

Grantor

Beneficiary

AFTER RECORDING RETURN TO

By Bernethan Shetach Doputy

in book/reel/volume No...130.......on

page 5725 or as document/fee/file/

instrument/microfilm No. 32416....., Record of Mortgages of said County. Witness my hand and seal of

rec \$7.00

County affixed.