

TRUST DEED

16th day of June, 1980, between _____, as Grantor,

and TOWN AND COUNTRY MORTGAGE AND INVESTMENT COMPANY LIMITED
WITNESSETH:

WITNESSETH:

and TOWN AND COUNTRY MORTGAGE AND INVESTMENT COMPANY, INC.,
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 11, as shown on the map entitled "SPRAGUE RIVER VALLEY ACRES" as per plat filed April 21, 1969 in Book 18, page 41 in the County Clerk's office of Klamath County, State of 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 sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 - - - - - Dollars, with interest

sum of - ONE THOUSAND EIGHT HUNDRED AND NO/100 June 17, 19 84
thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by
final payment of principal and interest hereof, if not sooner paid, to be due and payable
the maturity 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 becomes due and payable.

The above described real property is hereinafter referred to as the "Trust Property".

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

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

1. To protect, preserve and maintain said property in good condition; and repair; not to remove or demolish any building or improvement thereon; and permit no 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 destroyed, or when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary requests, to cause all such financing statements pursuant to the Uniform Commercial Code in execution of such financing statements to be filed same in the public office as the beneficiary may require and at the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary;

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, if not applicable, the latter shall

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's actually incurred, and defend any action or proceeding purporting to

[illegible][illegible]

"At any time and from time to time upon written request of beneficiary, payment of its less presentation of this deed and the policy (for cancellation), without endorsement (in case of full reconveyances, for cancellation), without 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; (b) join in any granting any easement or other agreement affecting this deed or the lien or charge subordination or to the agreement affecting this deed or the property. The thereof; (c) reconvey, without warranty, all or any part of the property to the person or persons granted in any reconveyance may be described as "the person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be the conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not be less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lease 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][illegible][illegible][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 with the consent of the appointor, the latter shall execute a deed of appointment and conveyance to the successor trustee, the latter shall be vested with all powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by a deed, hereafter, and such deed shall contain reference to this trust instrument, and the instrument executed by beneficiary containing reference to this trust instrument and its place of record, which, when recorded in the office of the 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. The deed of appointment of the successor trustee shall be duly executed and acknowledged in the manner provided by law. Trustee shall be obligated to notify any party hereto of any pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

TABLE 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.

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 purposes.

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 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.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Peter Laszlo Grosz
Peter Laszlo Grosz

STATE OF OREGON,

County of Klamath } ss.

June 17, 19 80

Personally appeared the above named

Peter Laszlo Grosz

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Burley A. Smith
Notary Public for Oregon

My commission expires: 5-6-84

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

Personally appeared _____

and 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 foregoing instrument is the corporate seal 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)

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 by you under the same. Mail reconveyance and documents to _____

DATED:

, 19 _____

Beneficiary

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.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

GROSZ

Grantor

Town & Country

Beneficiary

AFTER RECORDING RETURN TO

Certified Mortgage Co.
936 Klamath Ave.
Klamath Falls, Or. 97601

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 17th day of June, 19 80, at 1:05 o'clock P.M., and recorded in book NSO on page 11121 or as file/reel number 55701.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk

By *Bernetha A. Stock* Deputy Title

Fee \$7.00