

1244 

## TRUST DEED

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as Grantor, **TRANSAMERICA TITLE INSURANCE COMPANY**  
**WILLIAM C. PAUGSTAT and MARJORIE R. PAUGSTAT, husband and wife** as Trustee, and

Lot 1, Block 2, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

the County of Klamath

FOR THE PURPOSE OF SECURING THE PAYMENT OF THE SUM OF SEVEN THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory

The date of maturity of the debt secured by this instrument is the date, said \_\_\_\_\_, is or may hereafter become due and payable.

\_\_\_\_\_

currently used for agricultural, timber, or grazing purposes.

becomes due and payable.

[illegible]

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 and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall give written notice of default and his election to foreclose to the grantor.

[illegible][illegible][illegible]

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

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 in the State of Oregon, or an escrow agent licensed under ORS 696.505 to 696.585.

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**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:

- primarily for grantor's personal, family, household or agricultural purposes (see Important Note 1);
- not for investment or for business purposes.

~~Notwithstanding the above, the proceeds of the loan may be used for any purpose permitted by law.~~

**IN WITNESS WHEREOF**, said grantor has hereunto set his hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

KENNETH E. CUNARD

MARYANN L. CUNARD

**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.

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

STATE OF OREGON (ORS 93.490)

County of Klamath  
January 26, 1981  
Personally appeared the above named  
Kenneth E. Cunard and Maryann  
L. Cunard

STATE OF OREGON, County of \_\_\_\_\_ ss

19 ss.  
Personally appeared \_\_\_\_\_ and  
duly sworn, did say that the former is the \_\_\_\_\_ who, each being first  
president and that the latter is the \_\_\_\_\_  
secretary of \_\_\_\_\_

a corporation, and that the seal affixed to the foregoing 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 deed.

Before me: \_\_\_\_\_ said instrument to be its voluntary act.

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

ment to be and acknowledged the foregoing instru-  
their

Before me: *Margaret C. King*  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: 4/15/2012

10. BIOLOGICAL AND SOCIETAL ORGANIZATION

**DATED:** .....

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

STEVENS-NESS LAW FIRM (CORP) PORTLAND, ORE.

Kenneth E. & Maryann L. Cunard  
Grantor

William C. and Marjorie  
R. Paugstat  
Beneficiary

Transamerica Title  
100 Main Street  
Clamath Falls, OR 97601  
Attn: Donna

DEED RECORD - 1908

ESSE OF OLIGON

DEF. ADDITION I

THE JOURNAL OF THE  
ROYAL ANTHROPOLOGICAL INSTITUTE

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 11-15-2001 BY 60322 UCBAW

FOR  
RECORDER'S USE

INSURANCE COMPANY

ИИ Г. СПИЗКО

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