-Oregon Trust Deed Series -- TRUST D 7.0550

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	July		1079	hatwa

THIS, TRUST DEED, made this	
Mary L. Bellsmith, a single woman	
Grantor, TRANSAMERICA TITLE INSURANCE CO., as Trustee	XXXXXXXX, and
awrence L. Goetsch and/or Elaine M. Goetsch, husband and w	
awrence L. Goetsch and/or Etaine M. Goetsch, Musbald and Market	4.2.2

as Beneficiary,

--as  $\mathbf{L}$ 

## WITNESSETH:

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

That piece of property which address is 5205 South Etna, Klamath Falls, Oregon 97601 as recorded on September 12, 1975 in Deed Volume M75 Page 10901 and is described in full.

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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

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note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, if not sooner paid, to be due and payable upon the sale of the property or sooner.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal installment of said note becomes due and payable. In the event the within described property, or any part thereot, 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 above described real property is not currently used for agricultural, timber or grazing purposes.

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The above described real property is not currently used for 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; not to commit or 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 destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for illing same in the proper 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

ionin executing such innancing statements pursuant to the United aumen the cial Code as the beneficiary may require and cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings 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, in an amount not less than \$\frac{3}{2}\$.

To a secondary of the beneficiary may from time to time require, in an amount not less than \$\frac{3}{2}\$.

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(a) consent to the making of any map or plat of said property; (b) join 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee'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 anytime 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 for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own names use or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such prats, issues and orbits or the proceeds of live and other collection and such rents.

less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of lire 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 detault or notice of default hereunder or invalidate any act done 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 and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However it said real property is not so currently used, 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 in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the frustee of behavior of the default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as the trustee or the trustee shall as the beneficiary of his successor in interest, respectively, the entire amount hen due under the terms of the trust deed and th

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

6. For any reason permitted by law beneficiary may from time to thus appoint a successor or successor for successor truster appointed betennier. Upon such appointment, and without conveyance to the successor truster. Upon such appointment, and without conveyance to the successor truster, the latter shall be wested with all title, powers and duties conferred upon any truster herein omned or appointed hereinnder. Each such appointment and substitution shall be made by written hereinnder executed by heneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County 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.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of peraing sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding 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 Bor, 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 state of the s 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 it grantor is a natural person) are for business or commercial purposes.  This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devis tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever it is a secured hereby, whether or not named as a beneficiary herein.	
tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner contract secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever	
contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever	including pledges of the
	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 f	irst above written.
- A <del>LEANS</del> 特別はAPP Miles Company of the Company of	
* IMPORTANT NOTICE: Delefe, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor	mich
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 apposite.)	
To a specialist of the second	
STATE OF OREGON, ) STATE OF OREGON, County of	) ss.
County of Klamath	
July 13 , 19 79 Personally appeared	
Personally appeared the above named	who such hains first
Mary L. Bellsmith duly sworn, did say that the former is the	
and the second of the complete of the contract	
president and that the latter is the	
The secretary of the second of	
a corporation, and that the seal affixed to the f	and died indicates
corporate seal of said corporation and that the i	nsirument was signed and
and acknowledged the foregoing instru- sealed in behalf of said corporation by authority	of its board of directors:
ment to be	nt to be its voluntary act
Before me:	
COFFICIAL NY (STATE OF THE STATE OF THE STAT	
SEAL) W. H. M.	
Notary Public for Oregon Notary Public for Oregon	(OFFICIAL
My commission expires: 7-30-81 My commission expires:	SEAL)
- 프로프로 발표하는 지수에 발표하는 현실하는 소리에 되었다. 그는 그 전에 선생님들이 되었다. 그는 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	
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STATE FORESCN; COUNTY OF KLAMATH; ss. Fired for second of request of this 3rd day c? February A. D. 19 81 at 11:18'clock A f., and duly recorded in Vol. MRI , of Mortgages on Page 1577 EVELYN BIEHN, County Clerk

Fee \$14.00