

## TRUST DEED

Vol. m81 Page 4821

THIS TRUST DEED, made this 16th day of

March....., 19.....81, between

JAMES G. SHREVE, JR. and MARJORIE G. SHREVE, husband and wife  
as Grantor, TRANSAMERICA TITLE INSURANCE CO

CLARENCE T. ROUNSAVILLE and ALICE G. ROUNSAVILLE, husband and wife  
as Beneficiary

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 2, Block 2, WINEMA PENINSULA UNIT NO. 1, in the County of Klamath, 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 connec-~~  
~~tion with said premises and shall extend to and in favour of my heirs and assigns forever.~~

sum of \$99,999.99 IN USE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-THOUSAND, TWO HUNDRED THIRTY-FIVE and No/100 and - - - - -  
 - \$99,999.99 (20,235.00) as a part of the consideration of the foregoing and as a note of even date, to be paid by the grantor to the grantee in Dollars and Cents.

LO: not sooner paid, to be due and payable \_\_\_\_\_ 12/07/94 \_\_\_\_\_ 10

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.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any

and repair; not to remove or demolish any building or improvement thereon; not to subordinate or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all interest in the property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed hereunder and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property and to execute all documents required in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same with the appropriate State or Federal offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

legally entitled hereto," and the recitals therein of any matters or facts shall be conclusive, proper and sufficient therefor. 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 any time without notice, either in person, by agent or attorney, enter upon the indebtedness secured, and without regard to the adequacy of any security or any part thereof, take possession of said property.

[illegible]

taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of the proceeds of the sale of said property become past due or delinquent and promptly to deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance, premiums, liens or other charges payable by any taxes, assessments, insurance, premiums, liens or other charges payable by grantor, either directly or indirectly, to the beneficiary with funds with which the grantor or the beneficiary may, at its option, make payment thereof, and the grantor or the beneficiary may, at its option, make payment thereof, hereby, together with interest at the rate set forth in the note secured by the trust deed, shall be added to and become a part of the debt secured by this trust deed; without waiver of any rights arising from breach of any of the covenants hereof and for such payments with interest as aforesaid, the principal hereinafter described, as well as the interest thereon, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed and the beneficiary shall be entitled to place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may, at its option, sell the property either in one parcel or in separate parcels and shall sell the parcels at auction to the highest bidder for cash, payable at the time of sale.

7) To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee and in any action or proceeding in which the beneficiary or trustee may appear including suits for foreclosure of this deed, to pay all costs and expenses, including evidence, and the costs of the trustee's or attorney's fees, the amount of attorney's fees mentioned in this deed or trustee's attorney's fees; the with the trial court and in the event of an appeal, from all cases shall be paid by the trial court, grantor further agrees to pay such sum as the trustee or beneficiary may deem reasonable as the beneficiary's or trustee's attorney's fees on such appeal; grantor further agrees to pay the trustee's attorney's fees on the purchaser's deed in form as required by law conveying the property, to the trustee, without any covenant or warranty, express or implied. The recitals in this deed, without any covenant or warranty, express or implied, the truthfulness thereof. 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 use the proceeds of sale to payment of (1) the expenses of sale, including the commission of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by and (3) to all persons having recorded liens subsequent to the interest of the

[illegible]

NOTE: The Trust/Draftor provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, savings and loan association authorized to do business under the laws of the State of Oregon or the United States, a title insurance company authorized to insure title to the property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.050 to 696.055.

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, 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.)

(ORS 93.490)

STATE OF OREGON, )  
County of Klamath )

March 17, 1981

Personally appeared the above named

James G. Shreve, Jr.  
and Margorie R. Shreve

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-22-81

STATE OF OREGON, County of ) ss.

Personally appeared

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 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:

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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

T/A - 50.6th St.

SPACE RESERVED FOR

RECORDER'S USE

WITNESS MY HAND AND SEAL OF

County of Klamath

By

Deputy

STATE OF OREGON, County of Klamath ) ss.

I certify that the within instrument was received for record on the 17th day of March, 1981, at 10:29 o'clock A.M., and recorded in book/reel/volume No. M81 on page 4221 or as document/fee/file/instrument/microfilm No. 9124515, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Beihn County Clerk

By Debra A. Janssen Deputy