

97561 TRUST DEED

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5329

~~TURNER C-127~~  
to 88 between

October, \_\_\_\_\_, 19\_\_

WITNESSETH:

Lot 43 of LAKESHORE GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE CONTRACT, THE CONTRACTOR SHALL DEPOSIT WITH THE EMPLOYER, IN FULL, THE SUM OF TEN THOUSAND AND NO/100 (10,000.00) RUPEES, WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSORY NOTE DATED 15.05.2018, ATTACHED TO THE CONTRACT.

[illegible]

— The above described real property is not currently used for any

and repair; not to remove or waste said property; not to commit or permit the waste of said property; not to construct or workmanlike manner 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 affecting said property; if the beneficiary so requests, to join in executing such statements pursuant to the Uniform Rules same in the Code as the beneficiary may require and to pay for the same in the proper public office or offices, as well as the cost of the lien searches made by the public officers (or searching agencies) as may be deemed desirable by the beneficiary.

4. To cause to be lawfully maintained insurance on the buildings and contents thereof.

[illegible][illegible]

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 proceedings in which the beneficiary or trustee may appear, including reasonable attorney's fees actually incurred.

cluding evidence or testimony mentioned in this paragraph from any judgment or decree of the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's share in such appeal.

under the right of eminent domain or condemnation, beneficiary shall have the right to elect, to require that all or any portion of the monies payable, if it so elects, for such taking, which are in excess of the amount payable as compensation for such taking, and attorney's fees necessarily paid to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and attorney's fees.

[illegible]

(a) consent to the making of any map or plat of said property; (c) jo in in granting- or eastern- or creating- any restriction thereon; (c) jo in in granting- or eastern- or creating- any restriction affecting this deed, the lien or charge subordination or other agreement affecting this deed as part of the property thereof; (d) conveyance, without warranty, described as the "person or persons grantee in any reconveyance" who recitals therein of any matters or any of the legally entitled thereafter, and who recitals therein of any matters or any of the be concluded by proof of the truthfulness thereof. Trustee's fee for any of the disposed in this paragraph shall be not less than \$\_\_\_\_\_ beneficiary may at any

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, the proceeds of fire 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 any default or breach of the conditions hereinbefore stated, nor shall it waive any default 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 performance of any agreement hereunder, the beneficiary may declare or cause to be declared that the sum secured hereby may be used to foreclose this trust deed and the beneficiary at his election may cause the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose the trust deed by 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 obligations secured hereby; whereupon the trustee shall fix the time and place of sale, give notice to sell the same as described real property to satisfy 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.

hereby, whereupon said trustee shall proceed to foreclose upon  
thereof as then required by law and proceed to foreclose in  
the manner provided in ORS 86.760 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 t  
the trustee or the trustee's sale, the grantor or his successors in interest, resp  
OR 86.760, may pay to the beneficiary (including the terms of the trust deed and  
tively, the entire amount then due (including costs and expenses actually incurred  
obligation secured thereby (including costs and attorney's fees not  
enforcing the terms of the obligation and trustee's and attorney's fees not  
ceeding the amount so provided by law) other than such sums as are paid by the pr  
principal as would not then be due had no default occurred, and thereby c  
the defaulter, in which event all foreclosure proceedings shall be dismissed

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 parcel or parcels in one parcel or in separate parcels and may pay at the time of sale, or may auction to the highest bidder for cash, or may sell on credit, or may accept bids and shall deliver to the purchaser the deed in form as required by law, or may sell the property to the purchaser without any covenant or warranty, or may sell the property to the purchaser in the deed in any matters of fact as the trustee, but including the truthfulness thereof, may purchase for the sale.

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any other deed or trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

9. At any time after the recording of this deed, the trustee shall be a party unless such action is necessary to protect the interests of the beneficiaries. The trustee shall be a party unless such action is necessary to protect the interests of the beneficiaries.

licatory; payment of the fees and presentation of this deed, without affecting the liability of any person for the payment of the indebtedness, trustee may be a party unless such action is necessary to protect the interests of the beneficiaries.

endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may be a party unless such action is necessary to protect the interests of the beneficiaries.

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 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 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.

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

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 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,  
County of Klamath  
October 31, 1981

October 1964  
Personally appeared the above named  
Theodore J. Paddock and  
Debra A. Paddock

Notar Public for Oregon  
My commission expires: 6-19-84

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared \_\_\_\_\_, 19\_\_\_\_, and  
sworn, did say that the former is the \_\_\_\_\_ who, each being first  
ident and that the latter is the \_\_\_\_\_  
tary of \_\_\_\_\_ said instrument is th

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: \_\_\_\_\_

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:**

**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. 861)

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

Paddock

**Grantor**

Certified Mortgage Co.

DOUGLAS F. HAMILTON

Beneficiary

PROPERTY RECORDING RETURN TO

THE MORTGAGE CO.

Certified Mortgage  
226 Klamath Ave.

836 Klamath  
Klamath Falls, Or. 97601

10-1-68

STATE OF OREGON, } SS.

County of Klamath )  
that the within instru-

I certify that the [redacted]  
[redacted] received for record on the [redacted] 1981

25th day of March, 1961

at 10:43 o'clock A.M., and received  
Volume No. M81

5329 or as document/fee/file 07561

instrument/microfilm No. ... 97501 ...  
of said Court

Record of Mortgages of said  
... hand and seal

Witness my hand  
and seal this 1st day of June 1964.

County Clerk

NAME Evelyn B. Henn TITLE Coast

By Walter D. Johnson  
17 22

Fee \$7.00

\_\_\_\_\_