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| FORM No. 881-Oregon Trust Deed Series-TRUST DEED. | MTC-10458 | STEVENS-NESS LAW FUBLISHING CO., PORTLAND, OR. 97204 |
| | | 8 14194 ····· |
| 101 anath Fa13033 97601 | TRUST DEED | voi. 91 rage |
| | 10+1 | August, 19.81., between |
| THIS TRUST DEED, made this | ANTCE M MYERS | |
| ROBERT E. MYERS AND J | ANICE M. MYERS | |
| TITTTTAMTCTCVMOD | TT - | as Trustee, and |
| as Grantor, WILLIAM L. SISERON | an Oregon corporation | |
| CERTIFIED HORIGHOL OG | | · · · · · · · · · · · · · · · · · · · |
| | E AN AN | A second sec second second sec |
| as Beneficiary, | WITNESSETH: | |
| Constant inroughably grants hard | sains sells and conveys to truste | e in trust, with power of sale, the property |
| in <u>Klamath</u> Coun | ty. Oregon, described as: | |
| a da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrent Arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti-arrente da anti- | | $= \sum_{i=1}^{n} (1 + 1) \sum_$ |
| PARCEL 1: The E ¹ 2 of Tract 5 of | F HOMEDALE, according to t | the official plat thereof on |
| file in the office of the Cou | aty Clerk of Klamath Count | cy, Oregon. |
| Tile in the office of the total | | |
| mi mi Ni attance de min 8 | 5 feet of Tract 6 of HOMEI | ALE, according to the official |
| plat thereof on file in the of criscian segme and the of the file | ffice of the County Clerk | of Klamath County, Oregon. |
| CT NOT THE APPROPRIATE A THE PARTY DATE OF THE HOL | the second is an exactly that while for definition of the second | Zee die die die die die die die die die d |
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| Vert and singular the tenements | hereditaments and appurtenances and | all other rights thereunto belonging or in anywise new or herealter attached to or used in connec- |
| now or hereafter appertaining, and the relits, | , issues and promotion moreor and | |
| tion with said real estate. | NG PERFORMANCE of each agreem | ent of grantor herein contained and payment of the |
| - $ -$ | HOUSAND AND NOTIOU | |
| | | terest thereon according to the terms of a promissory he final payment of principal and interest hereof, if 84 |
| | | |
| not sooner paid, to be due and payable | red by this instrument is the date, state | ed above, on which the final installment of said note thereof, or any interest therein is sold, agreed to be |
| becomes due and navable. In the event the | within described property, or any part | till milder correct or approval of the beneficiary. |
| sold, conveyed, assigned or allenated by the | ons secured by this instrument, irrespe | ctive of the maturity dates expressed therein, or |
| herein shall become immediately due and pa | yable. | |

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

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pellate court shall adjudge reasonable as the water and the state of the second state of the sta

India timbor or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in graning any essentent or creating any restriction thereon; (c) join any subordination or other agreement allecting this deed or the lien or charge thereol; (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 facts shall be conclusive proof of the truthulaness therein of any natters or facts shall be conclusive proof of the truthulaness therein, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the advance beneficiary may set or the resonand profits, including those past due and unpaid, and apply the since and profits, including those past due and unpaid, and apply the sincerney's less upon any indebtedness and profits, or the proceeds of there thered and profits of such and without near there of any not there only a dent to be a court, and without regard to the advance of any part thereol, in this own name sue or otherwise collect the rensonable atorney'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 endication or release thereol as all not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.
12. Upon dalault by grantor in payment of any indebtedness secured hereols any taking or damage other was constrained.

wave any detault or notice of delault hereunder or invalidate any act done pursuant to such notice.
12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneticiary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary 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 beneliciary may declare all sums secured hereby immediately due and payable. In such an odvertisement and sale. In the latter event the beneliciary at his election the said described real property to satisfy the said described real property to satisfy the soligations secured hereby, whereupon the trustee shall its the time and place of take, give notice thereof as then required by law and proceed to foreclose this trust deed in the alter default at any time prior to five days before the date set by the trustee's sale, the frantor or other person so privileged by ORS 86.760, may pay to the beneliciary or his successors in interest, receively, the entire amount then due under the terms of the data and three obligation secured thereby (including costs and expenses actually incurred even the delault, in which event all loreclosure proceedings shall be dismissed by the function.
14. Otherwise, the sale shall be held on the date and at the time and place of the trustee.

the detault, in which event all foreclosure proceedings shall be dismissed by ithe trustee. 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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder lor cash, payable at the time of sale. Trustes shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or woranty, express or im-plied. The recitals in the deed of any matters of hat shall be conclusive proof of the truthfulness thereol. 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 apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by truster's hattorney (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee intorney, (2) to the krantor or to his auccessor in interest entitled to such surplus. 16. For any reason permitted by law henelicing the secure the surplus.

surplus, it any, to the grantor or to his auccessor in interest entitled to such surplus. 16. For any reason permitted by law benchiciary may from time to the appoint a successor or successors to any frustee numer barein or to any successor frustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shull be verted with all tile, powers and duties conferred upon and substitution shall be made by written hereunder. Each such appointment and subtitution shall be made by written instrument executed by benchicary, containing reference to this trust deed and its place of record, which, when readed in the property is situated, shall be conclusive proof of proper appointent 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 and truste 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.

NOTE: The Trust Daed Act provides that the trustee hereunder must be either an atterney, 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 lows of Oregon or the United States, a title insurance company nuthorized 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 696,505.

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

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and that he will warrant and forever defend the same against all persons whomsoever.

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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, tamily, household or agricultural surposes (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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 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. Robert E. Myers E. Myers Janice M. Myers 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, STATE OF OREGON, County of County of Klamath , 19 August 10, ..., 19 81 Personally appeared and Personally appeared the above named..... Robert E. Myers and Janice M. Myers 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 loregoing 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. and abknowledged the foregoing instru-ment to be "their voluntary act and deed. "D U Betore men. (OFFICIAL SEAL) "Notary Fublic for Oregon My commission expires: 6-19-84 Before me: Notary Public for Oregon (OFFICIAL SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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: "The television and the tenter further and blocks into an excitence of the effect of 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. inger FARCED 2: The Herringesterly 85 feet of Trace 6 of MOURDALK, record, plue thereof on file in the office of the fourty Clerk of Microsof TRUST DEED COULT A CLEAR A CLEAR STATE OF OREGON, County of Klamath SS. I certify that the within instru-Myers ANTER OF THE STATES ment was received for record on the Contraction and the second 11 day of August , 19.81 , at.....o'clock.....M., and recorded SPACE RESERVED Grantor in book/reel/volume No.____M81____on Certified Mortgage Co. FOR page 14194 or as document/fee/file/ RECORDER'S USE 动口的复数 SLOVER Record of Mortgages of said County. AFTER RECORDING RETURN TO THE Witness my hand and seal of County affixed. Certified Mortgage Co. ..Evelyn..Biehn.....County..Clerk.. 836 Klamath Ave. JENZI DENI Klamath Falls, Or 97601 Deputy Deputy 7.1.1.4E

Fee: 7.00