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00-0	TRUST DEED	<del></del>	
3353 THIS TRUST DEED, made to	17.1	August	, 19.81 , between
THIS TRUST DEED, made to	his 1/th day of		
AFFRANCISCO ROBERT SECTION OF COMMISSION			
Jorn Mouritsen			as Trustee, an

Jorn Mouritsen
as Grantor, MOUNTAIN TITLE COMPANY

Russell N. Cockerill and April E. Cockerill, Husband and Wife

**GURRA** WITNESSETH: as Beneficiary,

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

Lot 7 in Block-30 of TRACT NO. 1081, FIFTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thorong according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. ch loss explorency this Cost Case Se the NOSE while is events, Asta most be east to

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

1. To protect, preserve and maintain said property in good condition and repair; not or remove or demolish any building or improvement thereon; not to complete or restore promptly and in good and workmanlike and repair; not permit any waste of said property.

2. 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, defended in a restrictions after the said property in the beneficiary so requests, to those and restrictions affecting said property. The beneficiary so requests, to include a selection of the said property of the property of the property in the property of the pr

tions and restrictions allecting said property; if the better Uniform Commerjoin in executing such linancing statements pursuant to the Uniform Commerjoin in executing such linancing statements pursuant to the liling same in the
collicor public office or offices, as well as the Otto of all lien searches made
by filing officers or searching agencies as may be deemed desirable by the
specificary. To provide and continuously maintain insurance on the buildings
and such other acceptable to the said premises against loss or damage by lire
now or hereaster neared and continuously maintain insurance on the buildings
and such other less than \$\frac{1}{2}\$.

Now or hereaster execution in the said premises against loss or damage by lire
now or hereaster neared as the pequipage of the company
and such other acceptable to the beneficiary, with loss payable to the latter; all
company and continuously maintain insurance on the latter; all
company and company and less tilteen days prior to the copindeliver said policies to the beneficiary, with loss payable to the latter; all
the grantor shall lail for any result
deliver said policies to the beneficiary with loss payable to the copindeliver said policies to the beneficiary with the same at grantor's expanying the penticollected under modeline search of the same at grantor's expanying the penticollected under modeline search of the same at grantor's expanying the penticollected under modeline search hereby and in such acceptable to grantor.

See paying the three of the pentile search and the pursuant to such notice of default hereunder or invalidate any
and thereof, may be released to grantor. Such application or release shall in
any default or notice of default hereunder or invalidate any
and the mount so paid to grantor. Such application or release shall be
formed three of the pentile search as well as the obtained state of the pentile search as well as the obtained state of the pentile search as well as the obtained state of the pentile search as well as the o

(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 granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without wantity, all or any part of the property. The frame of the conclusive proof of the structural thread as the "person or persons legally entitled thereto," and trecitals therein of any matters or lacts shall be conclusive proof of the artithfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in the preson, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the proteive court of the protein shall be adequated to the same, issues and profits, including those past due and unpaid, and apply the same, issues and expension of operation and collection, including reasonable attentions of such rents, issues and profits, or the proceeds of the and other of the protein of such rents, issues and profits, or the proceeds of the and other insurance police and the property, and the application or release thereof as aforesaid of the and other insurance police or compensation or awards for any taking shall not cure or varies any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of

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 his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by in equity as a mortdage or direct the trustee to foreclose this trust deed by advertisement and sale. In this latter event beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election to sail the said described real property to satisfy the obligations secured to self the said described real property to satisfy the obligations secured thereby, whereupon the trustee shall lix the time and place of sale, five notice thereon the trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale them after default at any time prior to live days before the date set by trustee for the trustee's sale, the grantor or other porson in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses and attorney's less not enforcing the terms of the obligation and trustee's and attorney's less not enforcing the terms of the obligation and trustee's and attorney's less not enforcing the terms of the obligation and trustee's and attorney's less not enforced the amount provided by law) other than such portion of the princeeding the amount provided by law) other than such portion of the princeding the amount provided by law) other than such portion of the princed in the beneficiary of the beneficiary of the princed i

the delauit, in which even all toleclosure between the 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 place designated in the notice of sale or the time to which said properly either postponed as provided by law. The trustee may sell said properly either in one parcel or in separate process and shall sell the parcel or parcel at auction to the highest bidder process, payable at the time of sale. Trustee shall deliver to the purchase its deed in form as required by law covering shall deliver to the purchase at the deed in form as required by law covering the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof life. Trustfulniess thereof. Any person, excluding the trustee, but including the frantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

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, install apply the proceeds of sale to payment of (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded lieus subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus,

surplus. If any, to the granter or to his successor in interest entitled to such surplus.

16. For any teason permitted by law beneficiary may from time to time appoint a successor to any trustee named herein or to any successor trustee appoints hereinner. Upon such appointment, and without conveyance of the successor trustee, the latter shall consider appointed powers trustee the successor trustee, the latter shall be made to appointed powers the successor trustee, the latter shall be made by written have the successor trusteen shall be made by written in the successor trusteen shall be made by written in the successor trusteen shall be made by written in the office of the trust deed in the property of the successor trusteen 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 pering alle 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 Bar, a bank, trust company or sovings and loan association authorized to do business under the lows 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 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

Trust Deed to Klamath First Federal

Beneticiary

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, tamily, 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 other than a 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 & der includes the teminine 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-Noss 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-Noss Form No. 1306, or equivalent. If compliance with the Act is not required discount in the compliance with the Act is not required. 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, STATE OF OREGON, County of ..... County of Klamath 8-17 Personally appeared .... Personally appeared the above named..... ......who, each being first Jörn Mouritsen 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. and acknowledged the foregoing instruhis voluntary act and deed. ment to be Before me: (OFFICIAL SEAL) cic Notary Public for Oregon Notary Public for Oregon (OFFICIAL SEAL) My commission expires: 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 bytyou under the same. Mail reconveyance and documents to alus depetati<mark>umpi</mark>t mai 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. IVACE MOST INVESTIGATION STATE OF OREGON, County of ...Klamath.... STEVENS-NESS LAW PUB. CO., PORTLAND, ORE I certify that the within instrument was received for record on the ...17th..day of ... August ............, 19.81., at...4:00......o'clock.. P.M., and recorded SPACE RESERVED in book/reel/volume No...M81.....on FOR page...14698....or as document/fee/file/ RECORDER'S USE instrument/microfilm No. ...3353......, Record of Mortgages of said County.

BONGE DEVIN

By Dernetha

County affixed. Evelyn Biehn

Witness my hand and seal of