ML 23965-1 FORM No. 881-Oregon Trust Deed Series-TRUST DEED. Vol. M 8/ Page 5393 TRUST DEED THIS TRUST DEED, made this \_\_\_\_\_lst day of October , 1981 , between JANE T. DORAN as Grantor TRANSAMERICA TITLE INSURANCE COMPANY, INC. , as Trustee, a Eliel F. Kirkpatrick and Geraldine G. Kirkpatrick, husband and wife as as Trustee, and tenants by the entirety as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath in County, Oregon, described as: Lot 9 Block 24 Fourth Addition to Klamath River Acres, according to plat of record in the office of the County Clerk, Klamath County, State of Oregon. m C 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 lixtures now or herealter attached to or used in connec-113 FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOUR THOUSAND FIVE HUNDRED AND NO / 100----sum of - continue to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable October 30 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note 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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveved, 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 The above described real property is not currently used ful agricultural, timber or grazing purposes. brai, timber or grazing purposes.
ta) consent to the making of any map or plat of surf projects, the join in granning any constant or creating any restriction therion, co join in any subordination or other agreement affecting this deed or the lies or charge thereof, (d) the new without warranty, all or any part of the property. The grantee in an, reconveyance may be described as the property. The leading entities thereof and the recitals there of any matters or persons leadily entitled thereto? and the recitals there of any matters or lasts shall be conclusive proof of the truthulness thereof. Truste's lies for any of the second of the truthulness thereof. Truste's lies for any of the second of the truthulness thereof. Truste's lies for any of the second of the truthulness thereof. Truste's lies for any of the second of the truthulness thereof. Truste's lies for any of the services ment and in this paradraph shall be not less than \$5.
10. Upon any default by granter hereof, a deent of by a receiver to be appended by a coart, and without regard to the adequacy of any security for the inductors hereby secured, enter upon and take passes and only and property thereof, in its own name sue or otherwise collect the rents beavers and profit, including those past line and unpad and apply the same less vorts and expense of operation and collection, including reasonable attor turary may deterion.
11. The entering upon and taking procession of sud property, the sub-second second To\_protect the security of this trust deed, grantor agrees, To protect the security of this trust deed, grantor agrees: I To protect preserve and maintain said property in good condition and repair next to remove an demolish any building or improvement thereon; next is minut a permit an waster band property. 2 To complete a restore promptly and in good and workmanlike manner and building or improvement which may be constructed, damaged or destroyed thereon and pay when due all custs incurred therefor; To comply with all laws, ordinances, regulations, covenants, condi-tions and restrictions affecting said property; if the beneficiary so requests to there and restrictions affecting said property; if the beneficiary so requests to there existing a shift maxime statements parsuant to the United manee in the proper public divers in the second as the cost of all lien searches made by the diverse is when a access as may be deemed desirable by the breactions. The complex with all laws, ordinances, regulations, covenants, condi-tions and restrictions allociting and property, if the beneficiary so reguests to be a check the benchman in a require and to pay to thing same in the proper public diverse in the case well as the cost of all lines searches made by files, diverse so exchang access as may be deemed desirable by the moleculary. A line case well as the cost of all lines searches made benchmans. A line reside and commonish, maintain insurance on the buildings may us hereastic wells on the cade arcmans against loss or diaring by line and only the two searching access as may be deemed desirable by the material search of the cade arcmans against loss or diaring by line and only the base term  $\frac{1}{2}$  is a search of product and so the search of the product of the transformation of the indication of the transformation of the search of the the base of the product and so the state of the product of the transformation of the indication of the search of the product of the search of product and so that and the discretion of the transformation of the transformation of the search of the search of the search of the transformation of the search of product and so the state of the search of the search of the the base of the product and so the search of the discretion of the transformation of hereiter placed on such matance and to define the search of the transformation of the estimation of the search of the search of the search of the theorement of the search of product and material the defined the transformation of hereiter and and in such order is solubulings, the transformation of hereiter of both the states are offered on such that the transformation of hereiter of the definite the resenant su collected, or any case there of any theorements the entire amount su collected, or the search off and the default of notice of default hereafter of molecular transformations and entires the form construction liens and to pay all transforms and other charge state of the material and t herary may determine. If The entering upon and taking persession of sud property, the collection of such tents, issues and points, or the proceeds of the and other insurance policies or compensate n or awards for any taking or damage of the property, and the application or release thereof as aboresaid, shall not cure or waive any default or noice of default hereunder or invalidate any act done pursuant to such noice. 12. Upon defauit by granfor in payment of any indebtedness secured bereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby momentately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the truster to foreclose this trust deed wavertisement and sale. In the latter event the beneficiary or the trustee shall event and cause to be recorded his written notice of default and his election to self the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fis the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 56.740 to 56.735.

the manner provided in ORS 36.740 to 36.795. 1.3. Should the beneficiary elect to foreclose by advertisement and sale then aiter default at any time prior to five days before the date set by the trustee for the trustees sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respec-tively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's tees not ex-ceeding the amounts provided by law) other than such portion of the prin-cipal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 be postponed as provided by law. The trustee may sell said properly either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law convesing plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthluness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells oursuant to the powers provided herein trustee

the grantor and beneticiary, 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 trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens 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 suplus, if any, to the grantor or to his successor in interest entitled to such suplus.

Mitplus 16 For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County shall be conclusive proof of proper appointment of the Successor truster. 17. Trustee accepts this trust when this deed, duly executed and

This be conclusive prior or proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law Trustee is not obligated to notifs any party hereto of pending sale under any other deed of 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

to solvails incurred 7.7 is a one in and detend instaction or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the benchmary or trustee; and in any suit, action or proceeding in which the benchmary or trustee may appear, including any start by the benchmark of this deed, to pay all costs and express, in challing excloses if title and the benchmary or trustee attorney's less the broad to data new less mentioned in this paragraph 7 in all cases shall be broad to the trust one in a provide the trust expression any magnetic and denotes the trust court granue further appears to pay such sum denote any other court shall adjudge communities as the binethermary magnetic mass the ap-1. It is trial court granter better after a an appeal from any independence of the court shad adjudge reasonable as the bonelicary s of sum as the ap-ing the court shad adjudge reasonable as the bonelicary s of trustees attor if is tracturally agreed that share the system that are asynchronicary in a sum of the second states. nes.

It is multically agreed that To be the event that any portion or all of said property shall be taken where the event that any portion or all of said property shall be taken below the event that any portion of the momes parable to the event to be a such taking which are in events of the momes parable is composite of a such taking which are in events of the momes parable to tak all crossinable costs expenses and attorney's ters necessarily paid or incurred by grant or in such proceedings. ball be paid to benchetars and incurred by grant or in such proceedings. ball be paid to benchetars and incurred by grant or in such proceedings. ball be paid to benchetars and incurred by grant or in such proceedings. ball be paid to incurred by ben-both in the triat and appell the courts, in a arily paid or incurred by ben-ber and the event of a such taken and the balls or applied upon the indected which is a such a interview and its own expense, to take such a tion provide such instruments as shall be meased on obtaining such can privation provide the instruments as side time even with obtaining such can privation provide the tract of the indect of the deal and the note for A is in state and then there to the indect of the deal and the note for the tract of the to be such presentation of the indect and the indect of the take the take of the part of the indect of the indect of the indect of the take and the tract of the such as the take of the indect of

the lubility of any person for the payment of the indebtedness, trustee may

2.5 The Trist Deed A concretes that the trustee hereunder must be either an attainey, who is an artice member of the Oregan State Bar, a bank, trust company science indicate more and who zed to do business under the laws of Oregan or the United States is the insurance company authorized to insure title to real method is a conductive process with the papers of brancher, the United States is any agency thereat or an escow agent trensed under OPS 696 505 to 696 585.

## 18017

) ss.

(OFFICIAL

SEAL)

who, each being first

and

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: 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) X A A A Vigentiation, 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 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. Jane T. Doran

\* 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 and the beneficiary is a creditor. The bandles are and Benulation 7 the 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.

and acknowledged the foregoing instru-

NATALIE M KEDN deed.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF REVADA (ORS 93.490) STATE OF OREGON, County of CLARK 9, , 19 Personally appeared Personally appeared the above named JANE T. DORAN 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 behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act Before me:

Notary Public for XX Notary Public for Oregon my commenter expire SEAEB 1, 1982 My commission expires: PUBLIC-STATE OF CLARK COUNTY REQUEST FOR FULL RECONVEYANCE Natalie M. Kern My appointment expires Feb. 1, 1982 be used only when obligations have been paid

, 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

TO

County of 7

ment to be

SEAL)

(OFFICIAL Q

October

Before me:

. 19

Beneficiary

se or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be

TRUST DEED (FORM No. 881) NS NESS LAW PUB CO PORTLAN JANE T. DORAN SPACE RESERVED Grantor ELIEL KIRKPATRICK AND FOR RECORDER'S USE GERALDINE G. KIRKPATRICK **Beneficiary** AFTER RECORDING RETURN TO Mr/Mrs. Eliel F. Kirkpatrick 615 W 6th St., Box 215 Fee \$8.00 Odebold, Iowa 51458

STATE OF OREGON. County of Klamath I certify that the within instrument was received for record on the 13th day of October 19 81 at 3:31 o'clock<sup>P</sup> • M., and recorded in book reel volume No. M-81 on in book reel volume No. page 18016 or as document fee file instrument/microfilm No. 5393 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk and Deputy