

TA-6-1439-7

7540

TRUST DEED

THIS TRUST DEED, made this 14th
RICHARD A. MEYER and KATHLEEN

THIS TRUST DEED, made this 14th day of December, 1981, between

RICHARD A. MEYER and KATHLEEN J. MEYER, husband and wife

Grantor, Neal H. Bell

PACIFIC WESTERN

Vol. 118 Page 21614

1981

as Grantor, Neal H. Bell
PACIFIC WEST MORTGAGE CO., an Oregon corporation
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 6, Block 8, FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, 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 CONNECTED WITH SAID REAL ESTATE.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement

of TWENTY SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$26,800.00)

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY SIX THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary of order; and made by grantor, the final payment of principal and interest thereon, to be due and payable December 14, 1926, becoming due and payable, in the event of default, on the day of the maturity of the debt secured by this mortgage.

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, conveyed, 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, shall become immediately due and payable.

To protect the security of this trust deed, granted for agricultural, timber or grazing purposes, the grantor covenants, agrees and warrants that he will protect, preserve and improve the same, and repair, not burn or remove therefrom any trees, shrubs or other vegetation growing thereon, and will keep the same free from weeds, brush and other obnoxious growths, and will fence the same against trespassing livestock, and will keep the same in good condition for agricultural, timber or grazing purposes, and will comply with all laws, ordinances, rules and regulations relating to the same, and will defend, save and hold the beneficiary harmless from all claims, damages, losses and expenses incurred by the beneficiary in connection with the performance of his duties as trustee hereunder.

To protect the security of this trust deed, grantor covenants and agrees that the real property described herein shall not be used for agricultural, timber or grazing purposes.

that the donor, in the deed, in this trust deed, has made a gift of property in which the County Trustee is interested in the successor trustee, it is made a public record as provided by law, and the County Trustee is not bound by the deed, or proceeding in which the donor, in this trust deed, has made a gift of property in which the County Trustee is interested, or proceeding in which the donor is bound by the deed.

himself or enables that the trustee hereunder may be either an attorney, who is
in this state, or a duly authorized agent or attorney-at-law, in the United States or any other

NOTE: The Trust Does Not Purport that the Trustee hereunder may be either an attorney, who is an authorized agent of the Oregon State Bar, or a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States or a life insurance company licensed under CRS 676.015 to 676.03.

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 at 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.)

(S.S. 4901)

STATE OF OREGON,

County of Klamath } ss.
December 14, 1981

Personally appeared the above named Richard A. Meyer and Kathleen J. Meyer, husband and wife

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

(OFFICIAL SEAL)

Barton C. Fagle
Notary Public for Oregon

My commission expires: 11-2-82

STATE OF OREGON, County of _____) ss.

, 19 _____

Personally appeared _____ and

_____, 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)

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

Richard A. & Kathleen J.

Meyer, husband & wife

Grantor

Pacific West Mortgage Co.,

an Oregon corporation

Beneficiary

AFTER RECORDING RETURN TO

Pacific West Mortgage Co.

P. O. Box 497

Stayton, Oregon 97383

#3223

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 18 day of December, 1981, at 3:39 o'clock P. M. and recorded in book reel volume No. M 81 on page 21614 or as document fee file instrument microfilm No. 7549 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By [Signature] Deputy

Fee \$8.00