

TIA #M-38-1561-2
(No restriction on access)

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

8163

TRUST DEED

WILLIAM PUBLISHING CO., PORTLAND, OR. 97204
7011782 Page 328

THIS TRUST DEED, made this 8th day of January 1982, between RICHARD MINYARD and ROBERTA MINYARD, husband and wife, as Grantor, TRANSAMERICA TITLE INSURANCE CO., TARA ENTERPRISES, as Beneficiary, _____, as Trustee and _____

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

Lot 1, Block 2, Tract No. 1218, DODD'S HOLLOW ESTATES, 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 used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of lease, the sum of **THIRTY SIX THOUSAND FIVE HUNDRED** (\$36,500.00) Dollars is hereby deposited with the undersigned.

The above described real property is not currently used for agricultural, timber or grazing purposes.
 To protect the security of this trust deed, grantor agrees:
 1. To protect, preserve and maintain said trust deed.
 and to remove or keep the same in place.

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

To occupy with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; the beneficiary is required to pay for the filing of such documents with the Uniform Commercial Code or the beneficiary may require and to pay for filing same with the proper public office or offices, as well as the cost of any and all other publicity.

4. To provide and continuously maintain insurance on the building or buildings erected on the said premises against loss or damage by fire, theft or other hazards at the beneficiary's expense for an amount not less than \$100,000 from time to time required, in accordance with the insurable value.

3. To keep said

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of such insurance and the other costs and expenses of the trustee incurred in enforcing this obligation and to pay the cost of the insurance.

To appear in and defend any action or proceeding (including the cost of such action or proceeding) in which the beneficiary of the trust incurred any liability or expense, or the trustee incurred any liability or expense, including the cost of such action or proceeding, in the performance of the duties of the trustee, and in any suit, action or proceeding in which the beneficiary or the trustee incurred any liability or expense, including the cost of such action or proceeding, in the performance of the duties of the trustee, and in the event of any such action or proceeding, the trustee shall, at the request of the beneficiary, advance the cost of such action or proceeding, and the beneficiary shall reimburse the trustee for such advance within the time specified by the trustee.

It is hereby agreed that:

right of eminent domain or of all said property shall be taken surplus
time and
power
interest
and in
lack or
shall be

[illegible][illegible]

without any debt or liability shall be not less than \$100.00. For any of the points by a court, either in person hereunder, beneficiary may at any time, without regard to the adequacy of the security for any part thereof, secured, either upon or otherwise collect the principal and interest, including its own name and take possession of any security for the principal and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and apply the same to the payment of the same.

11. The above indebtedness secured hereby, and including reasonable attorney's fees, shall be determined by a court of competent jurisdiction.

[illegible][illegible]

13. Should the beneficiary elect to proceed to foreclose this trust deed in
after giving at any time prior to the _____ days before the date set by the
for the trustee, the grantor or the beneficiary or any person so privileged by the
\$6,760 may pay to the beneficiary or his successor in interest, respec-
tion covered thereby (including costs under the terms of the interest, respec-
ing the amounts of the obligation and expense actually paid and the
would not then be due) other than the trustee's and attorney's fees
default, in which event all foreclosure proceedings shall be stayed and thereby cure
14. Otherwise

42. 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 adjourned as provided by law. The trustee may sell said sale may be sold in one or more parcels and shall have the right to sell the same in parcels or in the highest bidder for cash, payable at the time of sale, either in full or by installment, and may sell the parcel or parcels in any order or in any manner, with or without any covenant or warranty by law conveying the same, and may sell in form as required by law. Trustee's sale shall be the deed of any matter of right or warranty by law conveying the same to the purchaser, and shall be conclusive and binding on all parties and beneficiaries, may purchase, excluding the trustee, but including the trustee, when trustee sells, or purchase at the sale.

(2) to the obligation secured by the trust, (3) to all proceeds of any, to the grantor or to his successor in interest.

[illegible]

Trustee receipts this trust when this deed, duly executed and
noted, any parts hereto as provided by law. Trustee is not
any action or proceeding in which grantor, beneficiary or trustee
suits, unless such action or proceeding is brought by, from

[illegible]

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 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.)

(OFS 93-490)

STATE OF OREGON,)
County of Klamath) ss.
January 8, 19 82.

Personally appeared the above named
Richard Minyard and Roberta
Minyard

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

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 3-22-85

STATE OF OREGON, County of) ss.
January 8, 19 82.

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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

T/A-South Sixth Office

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 11 day of January, 1982, at 11:08 o'clock A.M., and recorded in book reel volume No. M 82 on page 328 or as document/fee/file/instrument/microfilm No. 8163, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Joyce McQuinn, Deputy

Fee \$8.00