

Vol. 187, 4940

TN-1 **11091**

TRUST DEED

15th day of April

THIS TRUST DEED, made this
EARL R. NORDVEDT

THIS TRUST DEED,
EARL R. NORDVEDT
as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, and
DIERER, husband and wife

as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a corporation of the State of California, and
LESLIE A. BIEBER and HELEN M. BIEBER, husband and wife

as Beneficiary,

WITNESSETH:

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

Lots 35 and 36, Block 8, ST. FRANCIS PARK, 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.

PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE SUM OF FIFTY THOUSAND AND NO/100 -

WITNESSETH THAT THE FOREGOING is being executed to the terms of a promissory

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein, the sum of Dollars, with interest thereon according to the terms of a promissory note, to-wit: Dollars, the final payment of principal and interest hereof, is hereby payable to beneficiary or order and made by grantor, the final installment of said note being payable to beneficiary on or about the 1st day of 19 .

sum of \$23,000.00) - - - - -
 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of the principal of said note, together with interest thereon, shall be paid in full on the _____ day of _____, 19____.
 not sooner paid, to be due and payable _____ at maturity
 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, or herein, shall become immediately due and payable. Holder agrees to not withhold consent unreasonably.
 described real property is not currently used for agricultural, timber or grazing purposes.
 (a) consent to the making of any map or plat of said property; (b) join in creating any restriction thereon; (c) join in any other act or deed which might create or increase the lien or charge of said property in favor of any other person or entity.

(a) consent to the making of an easement or creation of a right of way over the property;

The above described real property is hereby

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit no waste of said property.

1. To protect, preserve, maintain, repair, not to remove or demolish any building or structure and to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and pay when due all costs incurred therefor.

not to change the terms of the lease. To complete or restore the buildings which may be constituted, in any manner any building or improvement when due all costs incurred in negotiations, covenants, conditions and destroyed thereon, and pay when due all costs incurred in negotiations, covenants, conditions and destroyed thereon, to comply with all laws, orders, or ordinances; if the beneficiary so requests, to comply with all laws, orders, or ordinances; if the beneficiary so requests, to comply with all laws, orders, and restrictions affecting said buildings and statements pursuant to the provisions of the Commercial Code in executing such financial statements may require and to pay for the filing same in the public office of the State of New York, as well as the cost of all lien searches made by the proper public office or offices, as well as the cost of all lien searches made by the proper public office or searching agencies as may be deemed desirable by the beneficiary, and to continuously maintain insurance loss or damage by fire on the buildings.

[illegible][illegible]

any part thereof, they shall not cure or waive any default or notice of default hereunder until they have done pursuant to such notice. The premises shall be free from construction liens and to pay all

[illegible]

ney's fees on such appeal.

[illegible]

9. At any time and from time to time, the trustee shall, at the request of the beneficiary, payment of its fees and presentation of the deed and the necessary endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(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 or charge subordination or other agreement affecting this deed or the property, the subordination or other agreement without warranty, all or any part of the "person or persons thereof; (d) reconveyance may be described in any matters or facts shall be described in the reconveyance thereof. Trustee's fees for any of the legally entitled thereto," and the recitals thereof. Trustee's fees for any of the legally entitled thereto shall be not less than \$5.

legally entitled thereto, and the truthfulness thereof. If the foregoing shall be conclusive proof in this paragraph shall be not less than \$5,000.00 upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to take possession of the property, and without regard to the adequacy of any security so appointed by a court, and without effect upon and take possession of and collect the rents, the indebtedness hereby secured in its own name sue or otherwise, and collect the same, or any part thereof, including those past due and unpaid, and collect the same, and issues and profits, including those past due and unpaid, and collect the same, and less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible][illegible][illegible]

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 any further act or deed, the trustee herein named or appointed shall conveyance to and duties conferred upon any substitution shall be made by the said beneficiary. Each such appointment, containing reference to this trust deed instrument executed by which, when recorded in which the property is situated, and its place of record in the county or counties in which the property is situated, shall constitute 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 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.

9. At any time and from time to time after the execution of this deed and the presentation of its fees and presentation of this deed and the payment of its fees and presentation of this deed and the payment of its fees shall be a party unless such action is taken by the trustee or the beneficiary.

(In case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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 savings and loan association authorized to do business under the laws 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 698.505 to 698.585.

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

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.)

STATE OF OREGON,

County of Klamath } ss.
April 19, 1982.

Personally appeared the above named

Earl R. Nordvedt

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)
Notary Public for Oregon

My commission expires: 3-22-85

(ORS 93.490)

STATE OF OREGON, County of _____, 19____ ss.

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

(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. 801)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

TIA-Marlene

11001

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 21 day of April, 1982, at 3:42 o'clock P. M., and recorded in book/reel volume No. M 82 on page 4940 or as document fee file instrument/microfilm No. 11091, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn bieh County Clerk

By Jessie M. Black Deputy
Fee \$8.00