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Bobby Randall and Mary Randall, Husband and Wife, as Trustee, and
MOUNTAIN TITLE COMPANY

as Beneficiary,
Frank Ramirez and Amelia R. Ramirez, Husband and Wife

WITNESSETH:
to trustee in trust, with power of sale, the property

Grantor irrevocably grants, bargains, sells and conveys
in Klamath County, Oregon, described as:

Lot 20 in Block 8, OREGON SHORES SUBDIVISION, TRACT 1053, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of New York, this 10th day of May, 1900.

THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE SUM OF TWO HUNDRED AND NO. 100 DOLLARS TO THE GRANTOR OF THE FIRST PROMISSORY NOTE HEREON according to the terms of a promissory note hereto attached, and for the purposes herein stated, hereof, it is

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement herein,
sum of THIRTEEN THOUSAND NINE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory
note or order and made by grantor, the final payment of principal and interest hereof, it

[illegible][illegible]

then, at the beneficiary's option, all obligations secured by the mortgage shall become immediately due and payable.

herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

The undersigned grantor agrees:

(a) consent to the making of any map or plat of said property; (b) join in any map or plat of said property; (c) join in any restriction thereon; (d) join in any easement or other restriction affecting the use of the property; (e) join in any mortgage or other lien or charge affecting the property; (f) join in any deed or other instrument affecting the property.

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

4. To provide and continuously maintain insurance on the buildings and structures erected on the said premises against loss or damage by fire and theft, burglary, robbery, and all other risks, written in and payable to the beneficiary named herein, from time to time, required by the beneficiary.

[illegible][illegible]

hereby or in his performance hereof immediately and forever to foreclose this trust and to declare all sums secured at his election may proceed to foreclose this trust and to event the beneficiary of the mortgage or direct the trustee the beneficiary of his election in equity to assign and sale. In the event the beneficiary of the trust fails to give any such assignment and sale. In the event the beneficiary of the trust fails to give any such assignment and sale. In the event the beneficiary of the trust fails to give any such assignment and sale.

[illegible]

5. To the extent that such premises are free from construction liens and to the extent that the trust is not a party to any such proceedings, the trust shall be deemed to have waived any such claims and shall not pursue or attempt to pursue such claims. The trust shall not attempt to assert any such claims against the beneficiaries or the beneficiaries' creditors, and shall not attempt to assert any such claims against the beneficiaries or the beneficiaries' creditors, and shall not attempt to assert any such claims against the beneficiaries or the beneficiaries' creditors.

taxes, assessments, interest or penalty before any part against assets past due or delinquent by taxes, assessments become past due or delinquent fail to make payment to the beneficiary; should the grantor, his heirs, assigns, representatives, insurance premium payments or other charges payable from the trust fund, making payment to the beneficiary, providing the beneficiary has secured

[illegible][illegible][illegible]

described, and all such payment thereof shall be made immediately due and payable upon the receipt of notice, and the same shall be secured by this trust deed including the cost of recording this trust deed, and the expenses of the trustee incurred in connection with the sale of the property, and the cost of the trustee's and attorney's fees. To pay all costs and other costs and expenses of the trustee and attorney of the trust, and the cost of recording this trust deed, and the expenses of the trustee incurred in connection with the sale of the property, and the cost of the trustee's and attorney's fees. To pay all costs and other costs and expenses of the trustee and attorney of the trust, and the cost of recording this trust deed, and the expenses of the trustee incurred in connection with the sale of the property, and the cost of the trustee's and attorney's fees.

[illegible][illegible][illegible]

16. For any reason permitted by law beneficiary may from time appoint successor or successors to any trustee named herein and hereunder. Upon such appointment, and hereafter, the latter shall be as valid or

It is mutually agreed that:

8. In the event that any portion or all of said property shall be sold, conveyed or otherwise disposed of, the proceeds payable to the right of eminent domain or all or any portion of the amount required for such sale, conveyance or other disposition shall be paid or delivered to the said beneficiary, which are in excess of the fees necessarily paid or incurred by the said beneficiary in connection with the sale and conveyance of the said property. The said beneficiary shall have the right to appoint a successor trustee appointed hereunder. Upon the death of the said beneficiary, the said successor trustee, the trustee herein named as such, shall have the same powers, duties and responsibilities as the said beneficiary, and the same powers, duties and responsibilities conferred upon the said beneficiary by this instrument shall be conferred upon the said successor trustee. Each such appointment of a successor trustee, containing the name of the said successor trustee, shall be in the office of the

[illegible][illegible]

9. At any time hereafter, the trustee shall be obligated to take any action or proceeding in which grantor, beneficiary or the estate of grantor shall be a party unless such action or proceeding is brought by or for the benefit of the estate of grantor.

[illegible]

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 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

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) 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.)

(ORS 93.490)

STATE OF OREGON,) ss.

County of Klamath)

May 13, 1982

Personally appeared the above named
Bobby Randall and

Mary Randall

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

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 7/13/85

STATE OF OREGON, County of) ss.

Personally appeared , 19

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 PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of Klamath)

I certify that the within instrument was received for record on the 13 day of May, 1982, at 3:55 o'clock P.M., and recorded in book/reel/volume No. M. 82 on page 5961 or as document/fee/file/instrument/microfilm No. 11746, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *[Signature]* Deputy
Fee \$8.00