13868 COS CV

TRUST DEED

MILTONE

, 1982 THIS TRUST DEED, made this 7th day of July RUDOLPH 2. KRETSCHEK and BARBARA E. KRETSCHEK, Husband and wife as Grantor, as Trustee, , as Trustee, and DANIEL M. CHUCKOVICH and SUE M. CHUCKOVICH, husband and wife and RONALD*, as Beneficiary,

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Lot 18, Block 47, Tract 1184, OREGON SHORES UNIT in the county of Klamath, State of Oregon.

*M. CHUCKOVICH, a single man, as tenants in common.

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 connections with all the state of the sta

sum of the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

tinal payment of principal and interest hereof, if not sooner paid, to be due and payable. July 23, ..., 1989

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.

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

The above described real property is not currently used for agrici.

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; not 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 thereon, and pay when due all costs incurred therefor overannts, conditions and restrictions affecting said property; if the beneficiary so requests, to tions and restrictions affecting said property; if the beneficiary so requests, to cial Code as the meliciary may require and to pay to lining same in the cial Code as the meliciary may require and to pay to lining same in the proper public offices or searching agencies as may be deemed desirable by the beneficiary.

destroyed intercomments with all laws, ordinances, regulations, core occuests, to time and restrictions allecting said property; it the beneficiar theorem converses, to time and extending such linancing statements pursuant so to filling same in the cial Code as the beneficiary may require and cost of all line searches made proper public offices or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as may be deemed desirable by the by filling officers or searching agencies as a may be deemed desirable by the beneficiary and the property of the beneficiary and the property of the dealers and or part of the agencies of the search of the control of the grantor shall be delivered to the beneficiary and the search of the grantor shall fail the desiration of the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary at least filteen days prior to the search of the grantor shall fail insurance policy may applied by beneficiary upon any indebtedness secured hereby and the search of the entire amount so collected, or any determine, or adoption of beneficiary the entire amount so collected, or any part thereof, may be released to default hereunder or invalidate any act of the part of the entire amount so collected, or any part thereof, may be released to the anton of the part of the entire amount so collected, or any part thereof, may be released to the anton of the part of the par

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(a) consent to the making of any map or plat of said property; (b) join in

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surplus. If any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named between or to any successor trustee, and successors to any trustee named between or to any successor trustee, the latter shall be water with all title, some carries the successor trustee, the latter shall be water with all title, some carries with earlier and substitution shall be analled by any some trustee herein be made by written for the control of the country and its reserved by beneficiary, some among reference to this trust deed instrument executed by beneficiary, some among reference to this trust deed in the same of the country or countries in which the property is situated, Clerk or Recorder of the country or countries in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. Shall be carried to make a public record as proofed by Jaw. Trustee is not obligated to notify any party hereto of pending sale under any other deed of countries of the party unless such action or proceeding is brought by trustee, shall be a party unless such action or proceeding is brought by trustee.

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 lows 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, or the United States or any agency thereof.

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 it 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, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, 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.

RTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is licable: if warranty (a) is applicable and the beneficiary is a creditor

* 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 or 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, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation,

Harbara ? Barbara E. Kretschek

(ORS 93.490)

19/82 SED 13

STATE OF CALIFORNIA, COUNTY OF LOS ANGeles 12 2014, on the undersigned, a Notary Public in and for said County and State.

personally appeared Kevin S. Penny and State.

p was present and saw Rupolph o. Kretschek Barbara E. Kretschek personally known to 11 1 to be the person described in, and whose name is subscribed to the within and jannexed instrument, execute the same; and that affiant subscribed 1/5 (G.S.) Signature

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL GERALD E GREEN LOS ANGELES COUNTY My comm. expires AUG 25, 1982

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 DATED:

Do not lase or destrey this Trust Doed OR THE NOTE which it secures. Both must be delivered to the frustee for cancellation before reconveyance will be m

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SPACE RESERVED

FOR RECORDER'S USE

06 70) byponyc 431	u./fetyr gyngen
••••• •	ETSKUP)	Grantor
	FTER RECORDING	Beneticiary

STATE OF OREGON

County of Klamath · SS. I certify that the within instrument was received for record on the 22 day of July , 19.82 at. 3: 40o'clock P...M., and recorded in book M 82 on page 9421 or as file/reel number......13868...... Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

Deputy