Zi mr 2 111	
3	

Oregon Trust Deed Series-TRUST DEED Vol. M82 Page 11056 TRUST DEED avadi ėzaur. THIS TRUST DEED, made this 20th day of August Peggy Alene Gorton William L. Sisemore Certified Mortgage Company, an Oregon corporation as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in County, Oregon, described as: Lots 1, 2, 3, and 4, Block 12 KLAMATH LAKE ADDITION, 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 grantor herein contained and payment of the

sum of TEN THOUSAND AND NO/100 ---note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

note of even date netewith, parable to the deal of said note not sooner paid, to be due and payable the sound of the deal of said note and sooner paid, to be due and payable to the debt secured by this instrument is the date, stated above, on which the final installment of said note the date of maturity of the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property is instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations are constant.

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 overlands, conditions and restrictions allecting said property; if the beneficiary so requests, to find a rescuting such linancing statements pursuant to the lining same in the proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by lifting officers or searching agencies as may be deemed desirable by the

tions and restrictions allecting said property: if the beneficiary may requests, to join in executing such linancing statements pursuapare public offices or other and property of the beneficiary may request as the constraint of the public offices or other and proper public offices or other and proper public offices or searching agencies as may be deemed desirable by the by lifting officers or searching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance on the buildings in and such other hazards as the beneficiary may 170 ma

(a) consent to the making of any map or plat of said property; (b) join in franting any easement or creating any restriction thereon; (c) join in any subordination or other afreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The frantee in any reconveyance may be described as the person operson legisly entitled thereto, and the recitals therein of any matters or lett shall legally entitled thereto, and the recitals therein of any matters or lett shall be conclusive proof of the truthfulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.3.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security tor the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may defermine.

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

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortfage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall list the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

the manner provided in ORS 86.740 to 86.795.

13. Should the beneliciary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the frantor or other person so privileged by ORS 86.700, may pay to the beneliciary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not hen be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. 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 postponed as provided by law. The trustee may sell said property either to me parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of alle. Trustee that developed the property so sold, but without any covenant or warranty, express or in the property so sold, but without any covenant or warranty, express or in the feed of any matters of fact shall be conclusive proof piled. The recitals in the deed of any matters of taxt shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by all persons all the sale parcels and the 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 former the process.

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 annucl herein or to any successor trustee appointed network. Upon such appointent, and without conveyance to the successor trustee, the latter shall be vested with all title, conveyance to conferred upon any trustee herein amount or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in the office of the County clerk or Recorder of the county or counties in which the property is situated, shall be conclusive 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.

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 outhorized 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 696.585.

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 nurposes.

tors, personal representatives, successors and contract secured hereby, whether or not name masculine gender includes the feminine and the successor of the security of the se	enefit of and binds all parties her assigns. The term beneficiary sha d as a beneficiary herein. In const	reto, their heirs, legatees, devisees, administrators, execu- ill mean the holder and owner, including pledgee, of the ruing this deed and whenever the context so requires, the er includes the plural.
IN WITNESS WHEREOF, said	ne neuter, and the singular numb	er includes the plural.
		er includes the plural.  hand the day and year first above written.
beneficiary Must arined in the Truth-in-Lending	Act and Regulation Pec	Alene Gorton
if this Instrument and dwelling, use Stevens-Ness Form	No 1205 - The finance	eggy clone Torton
of a dwelling use Stevens-Ness Form No. 1306, o with the Act is not required, disregard this notice.	r equivalent. If compliance	
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)		
and the agreent opposite.)	(ORS 93.490)	
STATE OF OREGON, California	· · · · · · · · · · · · · · · · · · ·	
County of Klamath Ios Angele	S STATE OF OREG	ON, County of
8=20 , 19 82 .		
Personally appeared the above named Peggy Alene Gorton		ppeared and who, each being first
***************************************		3 10 10
	a corporation and	***************************************
ment to be her voluntary act and	instru-	hat the seal affixed to the foregoing instrument is the discorporation and that the instrument was signed and said corporation by authority of its board of directors; incknowledged said instrument to be its voluntary act
Notary Public L.	$\mathcal{O}$	
Notary Public for Occasion Cali	fornia Notary Public for Or	egon
OFFICIAL SEAL	My commission expir	(OFFICIAL
The undersigned is the legal owner and hold trust deed have been fully paid and satisfied. You said trust deed or says the said trust deed or	der of all indebtedness secured by	the toregoing trust deed. All sums secured by said
estate now held by you under the same. Mail records part of the same of the sa	nvey, without warranty, to the purice and documents to	the toregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of red by said trust deed (which are delivered to you arties designated by the terms of said trust deed the
•	19	
		D
Do not lose or destroy this Toron Donal on more		Beneficiary
THE NOTE WHICH	th it secures. Both must be delivered to the	trustee for cancellation before reconveyance will be made.
		teconveyance will be made.
SET TRUST DEED		
(FORM No. 881)	·	
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	원하면 본의 (목소리의 기술) 10년 기술이	STATE OF OREGON,
Peggy Alene Gorton		County of Klamath ss.
gay Atene Gorton	santas production of the same	I certify that the within instru-
Ama Man Sontail	the second section is a second section.	ment was received for record on the
aggg were work		24 day of August , 1982,
Certified Mortgage Co.,	SPACE RESERVED	at. 3:40o'clockPM., and recorded in book reel/volume No. M. 82on
2001 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	FOR RECORDERS USE	page 1030or as document / for / til
an Oregon corporation	RECORDER'S USE	microfilm No. 14011
Beneficiary Beneficiary		Record of Mortgages of said County.
AFTER RECORDING RETURN TO		Tree County,
I compared to the second secon		Witness my hand and sent at
Certified Mortgage Co. 836 Klamath Avenue		Witness my hand and seal of County affixed.

Klamath tails, Oregon

9760