

01130

## TRUST DEED

day of.....September

13474

and C.W. Reeve

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

**WITNESSETH**

Lot One (1) in Block Seven (7) in Antelope Meadows Third Addition, Klamath County, Oregon.

GINIEZ H. SCHULLER

KNOWLEDGE

## STYLE OF WRITING

FOR THE PURPOSE OF SECURING PERFORMANCE

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Six thousand and five hundred and no/100 - - - - - thereon according to the terms of a promissory note of even date herewith.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of principal and interest hereof, if not sooner paid, is to be due and payable. September 28, 19 88.

The above described real property is not currently used for agricultural purposes.

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 comply with all applicable laws, ordinances, rules and regulations relating to the use, occupancy, maintenance and repair of said property.

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

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness then secured, enter upon and take possession of the property of grantor.

and hereafter erected on the said premises maintain insurance on the buildings and structures thereon against loss or damage by fire and theft for the full amount not less than \$100,000 from time to time required by the insurance companies acceptable to the beneficiary, with loss payable to the beneficiary in full. The beneficiary shall be obligated to pay the premiums on the policies of insurance shall be delivered to the beneficiary.

~~The grantor shall fail for any reason to provide a beneficiary as soon as insured; collect such rents, issues and profits prior to the expiration of said term; or take possession of said property, the proceeds thereof, or the proceeds of life and other policies or compensation or awards payable upon the death of the insured; or waive any defense or notice of default hereunder or invalidity of the policy.~~

12. Upon default by grantor in payment of any indebtedness secured hereby and in his performance of any agreement hereunder, the beneficiary may declare a default hereunder immediately due and payable, the beneficiary may and the above described real property is currently used in and for timber or grazing purposes.

Keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed on said premises. However it said real property may be levied or assessed on said premises become past due or delinquent for such taxes, assessments and other charges, should the grantor fail to promptly deliver receipts therefor.

[illegible]

added to and become a part of the debt arising by this then all default at any time prior to five days before the date set for the trustee for the trust shall be due to the grantor or his successors in interest, ORS 86.760, may pay to the trustee, the grantor or his successors in interest, the entire amount then due within the time specified by the trustee, and the balance of the amount then due shall be paid to the trustee for the trust.

and the nonpayment thereof shall be immediately due and payable and the principal and interest on all sums secured by this trust deed immediately due and payable to the beneficiary.

the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell either in one parcel or in separate parcels and shall sell the parcel or parcels in auction to the highest bidder for cash or payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as the property.

for the foreclosure of this deed, no trustee may appear, including the beneficiary of title and the beneficiary's or trust's costs and expenses, in any of the proceedings mentioned in this paragraph 7, in all of which the trial court, grantor, trustee or beneficiary shall have the right to appeal from an appeal from any judgment entered by the trial court.

15. When the trustee sells pursuant to the powers provided herein, the proceeds of such sale shall be distributed as follows:

8. It is mutually agreed that:

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly acknowledged is made, and agrees to pay the public notice as obligated to notify any party hereto of pending sale under any other deed or any action or proceeding in which the property is involved.

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 and loan association authorized to do business under the laws of Oregon or the United States, a life insurance company authorized to do business in this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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, 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 the purchase of real property for the grantor's personal, family, household or 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 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, use the form of acknowledgment opposite.)

(ORS 92.490)

STATE OF OREGON,

County of Deschutes

September 28, 19 82

Personally appeared the above named

Elvis H. McMurrian & Barbara F. McMurrian

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

(OFFICIAL SEAL)

Before me:

Lizel M. Stinbrel

Notary Public for Oregon

My commission expires: 3/9/82

STATE OF OREGON, County of

ss.

Personally appeared

and

who, being duly sworn, each for himself and not one for the other, 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 said 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:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

# 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.

Elvis H. McMurrian

GRANTOR

Barbara F. McMurrian

Grantor

C.W. Reeve

Beneficiary

AFTER RECORDING RETURN TO

C.W. Reeve

Box 238

LaPine, Ore. 97739

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 8 day of Oct., 19 82, at 11:44 o'clock A.M., and recorded in book M82 on page 13474 or as file/reel number 16228, Record of Mortgages of said County.

Witness my hand and seal of County affixed.  
Evelyn Biehn County Clerk

Deputy

Fee \$8.00