| | | MTC 12506 | STEVENS-NESS LAW PUBLISHIN | | |
|-------|--|---|--|--|--|
| FORM | N Hu. 881—Oregon Trust Deed Series—TRUST DEED. | | Vol. M83 Fage | JOL J | |
| tři i | - 4407 | a tab day of | June | | |
| | 24785 THIS TRUST DEED, made this ARTHUR L. COMBS and VERNA M. ARTHUR L. COMBS AND VERNA M. | COMBS, husband and | June | as Trustee, and | |
| | ARTHUR L. COMBS and VERMAN | TNC | | ····· | |
| | MOUNTAIN TITLE COMPANY | (. <u>1.</u>)(| | | |
| as | THIS TRUST DEED, MADE ARTHUR L. COMES and VERNA M. S Grantor, MOUNTAIN TITLE COMPANY MARY I. BRISTER | | | the property | |
| | MARI | WITNESSETH: | rustee in trust, with power | of sale, the property | |
| а | is Beneficiany | -atte and conveys to | | | |
| | Grantor irrevocably grants, bargains il amatinCounty, | Oregon, describer | according to | the official | |
| | in | FIRST ADDITION TO G | W Clerk of Klamath Co | ounty, or og- | |
| | Grantor irrevocably grants, bargains in <u>ilamatin</u> County, Lot 5, Elock 9, TRACT 1064, plat thereof on file in the | office of the court | | | |
| | plat thereof on a | | | | |
| | | | | | |
| | | | | | |
| | | | the thereu | nto belonging or in anywi | se c- |
| | together with all and singular the tenements, | titements and appurtena | nces and all other rights there all fixtures now or hereafter att | ached to or used in | the |
| • | to the with all and singular the tenements, and the rents. | issues and profits thereof and | agreement of grantor herein co | ntained and per | - |
| - | with said real estate. OF SECON | /100 | thereon according | incipal and interest little | |
| | FOR THE FOUSAND AND NOT | Dollars | grantor, the final payment of pr | in the said i | note |
| | | | | | |
| | note of even date herewith, payable to bener not sooner paid, to be due and payable The date of maturity of the debt secu becomes due and payable. In the event the sold, conveyed, assigned or alienated by the then, at the beneficiary's option, all obligat then, at the beneficiary's option, all obligat become insmed ised property is no | within described property, or | any part thereof, or consent ing obtained the written consent ing obtained the maturit | or apple expressed therein | |
| ů, | The date of hardble. In the event the becomes due and payable. In the event the becomes due and assigned or alienated by the | | | | |
| · | then, at the beneficial of the and put the start become immediately due and put the start become immediately due and put the start of t | a currently used for agricon | consent to the making of any any | restriction and or the lien of | The |
| | The above described | deed, grantor agondition who | real; (d) reconvey, without warranty, | described as the patters or fact there p of any matters for any | of the |
| | not to remove of usite of said property | in good and workmanlike leg | sally entitled thereto, it the truthlulness conclusive proof of the truthlulness | be not less than \$50 may hereunder, beneficiary may | at any be ap |
| | not to 7 To complete improvement il aute incu | irred therefor. irredulations, covenants, condi- | 10. Upon any either in person. | to the adequacy of any of said to the adequacy of any of said take possession of said take possession of said take the said take possession of said take the said take possession of said take possess | id profit |
| | destroyed thereon, with all laws, property; it t | ant to the Uniform Comme the po | 10. Upon any either in person, ne without notice, and without regard ointed by a court, and without regard he indebtedness hereby secured, enter here any part thereoi, in its own n stars and prolits, including those part assess and expenses of operation an oracis tes upon any indebtedness secures. | ame sue or other and apply the due and unpaid, and apply the due collection, including reasonab | as bene- |
| | Code as the being alliers, as well | be dremed desidation buildings le | ess costs and expension indebtedness secondary a fees upon any indebtedness second | hind possession of said prop | erty, the and other |
| | by filing officers of and continuously maintain | against loss or damage by in 1 | is costs and expense indebtedness security invasion for the second second second second second the second second second second second second collection of such tents, issues and pr collection of such tents, issues and pr insurance policies or compensation or relax insurance any default or police of default prove any default of police. | ofits, or the proceeds or dama awards for any taking or dama awards for any taking shall ne | de of the st cure of act done |
| | now or hother hashrds as full insue | loss payable to the insured: | property, and the application of defau | in intelledine | ss secured |
| | insurance any real in the any real is the state | filteen days prior to the expira- | pursuant to such million by grantor | in payment bereunder, the benefit agreement bereunder, and payable. It | n such an trust derd |
| | deliver said policy of insurance him at a | licy may be applied by beneficiary | declare all sums secured his election declare the beneficiary at his direct to | he trustee to foreclose this the tr | rustre shall his election |
| | collected under any indebtedness secured the beneficiary th | Such application or release shart | advertisement and to be recorded for | operty to satisfy place of sale, | ust deed in |
| | any part thereof, hay default or notice of | construction lens and to pay un | hereby, whereupon dured by law a thereof as then required by ORS 86.740 | to 86.795. | ent and sale |
| | 5. To keep and other charges part of su | promptly deliver receipts interest | 13. Should the ben time private delault at any time private the | grantor or other person in inte | erest, respec- deed and the |
| | charges become pass the grantor fail other c | harges paya lunds with which of | ORS 86.760, may put then due | ing costs and expenses and attorney's | of the prin- |
| | by direct payment, beneliciary may at the | e rate set louraphs 6 and / by this | obligation secured to the obligat | law) other than such and law) other than such and had no default occurred, and | dismissed by |
| | hereby, together while added to and brights a | arising from as aforesaid, the pith | cipal as would not the vent all the the default, in which event all the | oreclosure i held on the date and at | the time and said sale may |
| | trust deed, without lor such paying as th | he grantor, of the obligation with | the truster 14. Otherwise, the sale suit 14. Otherwise, the notice of the signated in the notice of the sale state of th | I sale of the may sell salu f w. The trustee may sell the parcel | or parcels at i sale. Trustee |
| | same extent that all such payments thereof shi described, and all such payment thereof shi described, and the nonpayment this trust deed | d immediately due and payable | st in one parcel or in separate lider lo | f can form as required | erpress of the |
| | render all sums section this trust deed, constitute a breach of this trust deed, expe | and expenses of the trustee incurrey | the property so sold, but with the property so sold, but with | person, excluding the | a herein, trustee |
| | in connection with or in enternation any | action or proceeding in any su | ing the grantor and bern trustee sells f | e to payment of (1) the expe | arde by trustees |
| | affect the security rights or powers of the benefic | d, to pay all costs and expenses, | the shall apply the prosation of the be cluding the compensation of the | secured by interest of the true ent to the interest of their prior | rity and (4) the rity and (4) the t entitled to such |
| | affect the pocurity rights in the here benefic action or proceeding in which the benefic any suit for the forcelosure of this dece any suit for the forcelosure of the here cluding evidence of this and the benefic any out of a thorney's fees mentioned in amount of a thorney's fees mentioned in the the trial court and in the even direct of the trial court, stanton but decree of the trial court, stanton but decree of the suit adjuster easynable pellate court shall adjuster asynable pellate court shall adjuster asynable that the suit of the adjust that; | this paragraph tim any judgment it of an appeal from any judgment at of an appeal wich sum as the agrees to pay such sum or frustee's at | ap- having recorded interests may ap itor- deed as their interests may ap deed as their interests may ap | or to his successor in interest | nay from time to berein or to any |
| | fixed by the trial court, Aradior future decree of the trial court, Aradior future decree Court shall adjudge reasonable | as the beneficiary | aken 16. For any reason P aken 16. For any reason P | ermitted by law trustee named accessors to any trustee named ereunder. Upon such appointmereunder bond such appointmere | nent, and without ited with all title, ited or appointed |
| | It is multiany that any portain | demonstron, beneric the monies pair | and ance to the manterred | upon any truster herein nar | made by written this trust deed |
| | right, if it so elects, to require, which | and attorney's fees no beneficiary | and hereunder. Each by ben dees, instrument executed by ben | ich, when recorded in the the p | server truster |
| | to pay all reasonable in such proceeding | e costs and experie or incurred by | edness Clerk or Recorder proof of | this trust when this deed, this trust when this provided by h | an Truster is not an other deed of |
| | applied by it first and appellate could be both in the trial and proceedings, and the | balance appried to take such a at its own expense, to take such | com- acknowledged is made a p acknowledged is made a p | y herets which grantor. De | the by trustee. |
| | secured hereby; and instruments as the | a request. upon written request of | of for trust or of any action suc | h action of preed | and company |
| | ficiary in hereby: and framewith as the word extend such instrum beneficiary pensation, promptly upon beneficiary pensation. At any time and from time ficiary, payment of its less and pre- endorsement tim case of tull reconvey endorsement tim case of tull reconvey the liability of any person for the P | vances, for cancellation v. truste | I bener obligated to nor any action or f function of any action or f shall be a party unless suc- ce may ther an ottomey, who is an active mem- s of Oregon or the United States, a tril s of Oregon or the United States, a tril nited States or any agency thereoi, or a | ber of the Oregon sutharized e insurance company authorized n escrow agent licensed under OR | 5 646 505 to 646.565. |
| | the liability of any person | not the trustee hereunder must be eit orized to do business under the law | s of Oregon or the dimension thereof, or a Inited States or any agency thereof, or a | ···· | |
| | NOTE: The Trust Deed association author or savings and loan association author property of this state, its subsidiaries, | offiliates, agents of states | | | |
| | | | | | |

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-The grantor covenants and agrees to and with the beneficiary and those claiming under him, i fully 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. 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 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 description of the second second second second second second second 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; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Cont ARTHUR L. COMBS Rence 12 VERNA M. COMES Conth TATE OF OREGON, County of Klamath June 19 83 Personally appeared the above named ARTHOR L COMBS and VERNA M. COMBS, Husband and Wife STATE OF OREGON, County of Personally appeared . 10)ss. duly sworn, did say that the former is the ۵. برج م در برج برج برج برج president and that the latter is the who, each being first and is living acknowledged the foregoing instrua 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 behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act ment to be voluntary act and deed. Belore me: (OFFICIAL Motary Public for Oregon SEAL) and deed. Before me; Sa kon My commission expires: Notary Public for Oregon 6 9 My commission expires: (OFFICIAL REQUEST FOR FULL RECONVEYANCE SEAL TO To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 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 nursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you of 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 be terms of said trust deed) and to reconvey, without warranty. to the parties desidnated by the terms of said trust deed to you 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 to you have a sub-state and documents to DATED: , or destray this Trust Deod OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will TRUST DEED (FORM No. 881) STEVENS.NESS LAW PUB. CO.. PO STATE OF OREGON, County of Klamath Mrs. Arthur L. Combs I certify that the within instrument was received for record on the ... 20... day Ms. Mary I. Brister Grantor SPACE RESERVED FOR RECORDER'S USE ment/microfilm/reception No. 24783., AFTER RECORDING RETURN TO Beneficiary MOUNTAIN TITLE COMPANY, INC. Record of Mortgages of said County. Witness my hand and seal of County affixed. . Evelyn Biehn, 8.00 feeCounty...Clerk Bu the Henry Deputy