

July, 1983, between

**25036**

21st

21st day of \_\_\_\_\_  
tenants by the entirety

THIS TRUST DEED, made this  
LLOYD G. MURPHY AND LOIS Y.

as Grantor, **WILLIAM L. SISEMORE**  
**CERTIFIED MORTGAGE CO.,** an Oregon corporation

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
County, Oregon, described as:

Lot 6, Block 1, CYPRESS VILLA, 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 FIFTEEN THOUSAND FIVE HUNDRED AND NO/100- - - - - with interest thereon according to the terms of a promissory note executed by the grantor on the 15th day of May 1910, at principal and interest hereof, it is

together with the interest thereon, and the performance of each agreement herein contained, now or hereafter appertaining, and the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100- - - Dollars, with interest thereon according to the terms of a promissory note made by said real estate. FOR THE PURPOSE OF SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100- - - Dollars, with interest thereon according to the terms of a promissory note made by said real estate. sum of - - - - - Dollars, with interest thereon according to the terms of a promissory note made by said real estate. 10 88 Dollars, with interest thereon according to the terms of a promissory note made by said real estate.

[illegible]

The date of maturity of the debt secured by this instrument is the date,  
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, or  
sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the  
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or  
herein, shall become immediately due and payable.

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

grantor agrees:

(a) consent to the making of any map or plat of said property; (b) join in and execute any deed or other instrument creating any restriction thereon; (c) join in and execute any deed or other agreement affecting his deed or the lien or title to said property. The foregoing covenants shall run with the land and bind the heirs, assigns and personal representatives of the grantor.

The above described real property is not currently

The above described land:

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; and permit or permit any waste of said property.

2. To promptly and in good and workmanlike be constructed, damaged or

[illegible][illegible]

proper public office or offices, as well as the premises occupied by filing officers or searching agencies as may be deemed necessary by the beneficiary. The beneficiary shall provide and continuously maintain insurance on the buildings and premises against loss or damage by fire, theft, and other risks to the time to time required, in the amount of the full replacement value of the buildings and premises.

4. To provide and continuously maintain insurance or damage to  
now or hereafter erected on the said premises against loss or time require,  
and such other hazards as the beneficiary may from time to time, written in  
an amount not less than \$\_\_\_\_\_. Insurable value to the latter; all  
insurable to the beneficiary, with loss payable as insured soon as insured  
insurance and t.

[illegible][illegible][illegible]

5. To keep said premises free from construction liens and to pay taxes, assessments and other charges that may be levied or assessed upon any part of such taxes, assessments and other charges, the mortgagor shall promptly deliver receipts therefor to the mortgagee, and in the event of delinquency of any taxes, assessments or other charges, the mortgagee shall have the right to pay the same out of the proceeds of the sale of the premises.

taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor against said property before the grantor fail to make payment of any taxes, assessments, premiums, rents, insurance premiums, liens or other charges payable by grantor, either individually or jointly with the beneficiary; should the grantor fail to provide for the making of such payments, the beneficiary, at its option, may pay them from the proceeds of the sale of the property.

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the trustee's and attorney's fees as well as the bond obligation and trustee's and attorney's fees.

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses of or in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or trustee; also

affect the security rights of the beneficiary or trustee may appear, in  
action or proceeding in which the deed, to pay all costs and expenses  
any suit for the foreclosure of the beneficiary's or trustee's attorney's  
of title and mentioned in this paragraph 7 in all cases

[illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken for public use under the right of eminent domain or condemnation, beneficiary shall not, if it so elects, to require that all or any portion of the amount of compensation for such taking, which is in excess of the amount payable to the beneficiary for the costs, expenses and attorney's fees necessarily incurred in the acquisition of said lands, shall be paid to beneficiary.

[illegible][illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the instrument (in case of full reconveyances, for cancellation), without payment (in case of full reconveyances, for the payment of the indebtedness, to

The Trust Deed Act provides that the trustee hereunder must be authorized to do business under the laws of the State of New York or branches, if

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 law-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.

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 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.)

STATE OF OREGON,

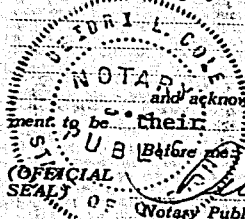
County of Klamath

July 21, 1983

Personally appeared the above named

Lloyd G. Murphy and

Lois Y. Murphy



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

My commission expires: 6-19-84

Lloyd G. Murphy

Lois Y. Murphy

STATE OF OREGON, County of

ss.

Personally appeared

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: July 21, 1983

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.

Murphy

Grantor

Certified Mortgage Co.

Beneficiary

AFTER RECORDING RETURN TO

Certified Mortgage Co.

836 Klamath Ave.

Klamath Falls, Or. 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 21st day of July, 1983, at 3:37 o'clock P.M., and recorded in book/reel/volume No. M83 on page 11666 or as document/fee/file/instrument/microfilm No. 26036. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Penetha S. Litch Deputy

Fee \$8.00