

TRUST DEED

26820

26820
THIS TRUST DEED, made this 10th day of August, 1983, between
ERNEST DEAN MCGIRR and MARY SEAN MCGIRR, husband and wife

as Grantor, Mountain Title Company, Inc., as Trustee, and
ROBERT PAUL WAMPLER and LORI D. WAMPLER, husband and wife

as Beneficiary,

WITNESSETH:

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

See attached Exhibit "A"

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, the sum of FIFTY ONE THOUSAND and NO/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of which shall be due at maturity, 19_____,

not sooner paid, to be due and payable _____ at maturity

the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due; and the property described herein, or any part thereof, or any interest therein is sold, agreed to be sold, or otherwise disposed of, without the written consent or approval of the beneficiary.

note of even date herewith, at maturity
not sooner paid, to be due and payable by this instrument is the date, stated above, on which the installment of principal is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary.
The date of maturity of the debt secured by this instrument, irrespective of the maturity dates expressed therein, or becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary.
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.
herein, shall become immediately due and payable.

The above described real property is not.

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 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.

3. Tax restrictions affecting said property, if the beneficiary so requests, shall be levied and collected in accordance with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and the beneficiary shall be bound to pay when due all costs incurred in the enforcement thereof, and pay when due all costs incurred in the enforcement thereof.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including incurrence of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to

[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 note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible][illegible]

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

[illegible][illegible][illegible]

15. When trustee sells or conveys title to payment of (1) the expense of sale, in-
shall apply the proceeds of sale to the satisfaction of the trust deed, (2) to all persons
claiming under the said deed, (3) to the interest of the trustee as beneficiary,
thereafter recorded liens shall appear in the order of their priority and (4) the
deed as his interests may appear in the order of interest entitled to such
surplus. If any, to the grantor or to his successor in interest entitled to such
surplus. If any, to the beneficiary named herein from time to time until he has received the full amount permitted by law beneficiary may from time to time

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the trustee herein named or appointed, powers and duties conferred upon and substitution shall be made as herein provided, and duties conferred upon and substitution shall be made as herein provided. Each such successor beneficiary, containing reference to the County instrument executed by said beneficiary, when recorded in the office of the County Clerk or Register of the county or counties in which the property is situated, shall constitute 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 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.

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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

except as listed on attached Exhibit "A"

and that he will warrant and forever defend the same against all persons whomsoever.

except as listed on attached Exhibit "B"

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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath, ss.
August 10, 1983

Personally appeared the above named
Ernest Dean McGirr and
Mary Sean McGirr

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

Before me:
Christie L. Garrison
Notary Public for Oregon

My commission expires: 6/19/87

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19_____,
and
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: Mountain Title Company, 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_____,

X Robert Paul Wampler

X Lori D. Wampler 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.

Ernest Dean McGirr

Mary Sean McGirr

Grantor

Robert Paul Wampler

Lori D. Wampler

Beneficiary

AFTER RECORDING RETURN TO

Mountain Title Company
407 Main Street
Klamath Falls, OR 97601

STATE OF OREGON,

County of _____, ss.

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

Lots 2, 3 and 4, Block 7, SECOND ADDITION TO CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to the following:

1. Rights of the public and of governmental bodies in and to any portion of the herein described premises lying below the high water mark of the Williamson River.
2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
3. City liens, if any, due to the City of Chiloquin.
4. Sewer and water use charges, if any, due to the City of Chiloquin.
5. Subject to reservations and restrictions as contained in instrument recorded July 18, 1956 in Volume 285, page 97, Deed Records of Klamath County, Oregon, Viola Beulah Cowan Ferris Clinton, et vir, grantor and Gleta G. Wampler as grantee, to wit:
"This conveyance is subject to any existing easements for public roads and highways, for public utilities and for railroads and pipe lines and for any other easements or rights of way of record."

13287

EXHIBIT "B"

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS
BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN
FAVOR OF U.S. CREDITCORP, AN OREGON CORPORATION,

Dated: August 5, 1983

Recorded: August 8, 1983

Volume: M83, page 13057, Microfilm Records of Klamath
County, Oregon

Amount: \$14,000.00

Grantor: Robert Paul Wampler and Lori D. Wampler

Trustee: Bank of Milwaukie

Beneficiary: U.S. Creditcorp, an Oregon Corporation,
which secures the payment of a note therein mentioned.

Robert Paul Wampler and Lori D. Wampler, husband and wife,
beneficiary herein agrees to pay, when due, all payments
due upon the said promissory note in favor of U.S.
Creditcorp, an Oregon Corporation, and will save Grantors
herein, Ernest Dean McGirr and Mary Jean McGirr, husband
and wife, harmless therefrom. Should the said beneficiary
herein default in making any payments due upon said prior
note and trust deed, Grantor herein may make said
delinquent payments and any sums so paid by Grantor herein
shall then be credited upon the sums next to become due
upon the note secured by this Trust Deed.

X E.D.M. + R.P.W.
MAM L.D.W.

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 10th day of August A.D. 19 83
at 3:56 o'clock P M, and duly
recorded in Vol. M83 of Mortgages
page 13284

ERIN BIEHN, County Clerk

By [Signature] Deputy

Fees \$16.00