

IN. 1

30253

## TRUST DEED

THIS TRUST DEED, made this 1st day of November  
JONES and ARLYN M. JONES, husband and wife.

as Grantor, TRANSAMERICA TITLE INSURANCE CO.  
AXEL E. FLOREN and GLADYS M. FLOREN, husband and wife

as Beneficiary,

WITNESSETH:

as Beneficiary,

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

\_\_\_\_\_ Klamath \_\_\_\_\_ State of Oregon.

Lot 39, LEWIS TRACTS, 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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

subject to the terms of a promissory

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement  
sum of EIGHT THOUSAND AND NO/100-- Dollars, with interest thereon according to the terms of a promissory note made by grantor or order and made by grantor, the final payment of principal and interest hereof, it (\$8,000.00)

sum of EIGHT (\$8,000.00) \_\_\_\_\_  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment  
at maturity of note \_\_\_\_\_, 19\_\_\_\_\_.  
not sooner paid, to be due and payable \_\_\_\_\_  
date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
plate, of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
the within described property, or any part thereof, or any interest therein is sold, agreed to be  
obtained the written consent or approval of the beneficiary.  
consent or approval of the beneficiary.  
dates expressed therein, or

[illegible]

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

The above described real property is not conveyed.

The grantor agrees:

1. 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 any waste of said property.

2. To maintain said property in good and workmanlike condition and not to allow the same to become damaged or

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed and pay when due all costs incurred therefor.

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee and attorney in enforcing this obligation and trustee's and attorney's in connection with or proceeding purporting to in and defend any action or proceeding purporting to in connection with or in any suit or action brought by or on behalf of beneficiary or trustee; and in any suit or action brought by or on behalf of beneficiary or trustee; appear, including

7. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary of trustee; and in any suit, action or proceeding in which the deed, to pay all costs, attorney's fees; the action or for the foreclosure of the beneficiary's or trustee's interest in the land, including evidence of title mentioned in this paragraph 7 in all cases shall be the amount of attorney's fees and in the event of appeal from any judgment of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

[illegible]

9. At any time and from time to time upon written request of 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

ral, timber or grazing purposes.

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

(c) consenting any easement or creating any restriction thereon; (C) join in any

subordination or other agreement affecting this deed or the property. The

thereof; (d) reconveyance without warranty, all or any part of the "person or persons

grantee in any reconveyance may be described as of any matters or facts said

legally entitled thereto," and the recitals thereof. Trustee's fees for any of the

respective proof of the truthfulness thereof shall be not less than \$5.

may at any

[illegible]

11. The entering upon and taking possession of said property, and 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]

13. Should the beneficiary elect to foreclose by advertisement and sale thereof as then required by law and proceed to foreclosure in the manner provided in ORS 86.740 to 86.795.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the trustee may sell said property either in whole or in part as provided by law. The trustee may sell the parcel or parcels of the property in one or more parcels or in separate parcels, cash, payable at the time of sale, or on credit to the highest bidder, its deed in form as required by law conveying the property to the purchaser, but without any covenant, warranty, express or implied, shall deliver to the purchaser the title to the property, but shall be conclusively presumed to be true and correct. The recitals in the deed of any grantor, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

[illegible]

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 conveyance trustee named herein. Upon such appointment, and without the necessity of recording a new instrument, the trustee so appointed shall be vested with all the powers, rights and duties conferred upon the trustee herein named by the instrument creating the trust, and the trustee herein named shall be bound by the powers and duties conferred upon and substitution shall have in force to this trust deed and the trust created hereunder. Each such appointment, containing the name of the trustee so appointed, shall be filed by the beneficiary, containing the name of the trustee so appointed, in the office of the County Clerk of the County in which the property is situated, and the same shall be recorded in the public records of the County in which the property is situated.

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 action 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.

9. At any time and from time to time of this deed and without affecting the liability of any person for the payment of the indebtedness, trustee may

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 lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

NONE

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 } ss.  
November 4, 19 83

Personally appeared the above named

Joseph A. Jones and  
Arlyn M. Jones

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-22-85

STATE OF OREGON, County of \_\_\_\_\_, 19 \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_ 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: \_\_\_\_\_ 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.

Joseph A. Jones  
Arlyn M. Jones

Grantor

Axel E. Floren  
Gladys M. Floren

Beneficiary

AFTER RECORDING RETURN TO  
Transamerica Title Ins. Co.  
600 Main Street  
Klamath Falls, Oregon 97601  
M-26860-6

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 4th day of November, 1983, at 3:35 o'clock PM., and recorded in book/reel/volume No. MS3 on page 19071 or as fee/file/instrument/microfilm/reception No. 30253, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By \_\_\_\_\_ Deputy

Fee: \$8.00