## 30340

Vol. M183 Page

19201

THIS TRUST DEED, made this \_\_\_\_\_day of \_\_September

EDWARD C. DORE AND JEANNE M. DORE, HUSBAND AND WIFE as Grantor, Klamath County Title Company

Jack G. Silveira

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

Lot 21 in Block 76, Klamath Falls Forest Estates Highway 66 Unit, Plat No. 4, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if 

The date of maturity of the debt secured by this institution is the date, stated becomes due and payable.

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

not sooner paid, to be due and payable OCTODET

The date of maturity of the debt secured by this instrument becomes due and payable.

The chove described real property is not currently used for engined to the chord of the chor

ltural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allocting this deed or the lien or charge thereof; (d) reconvey, without arranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons be conclusive proof of the truthers thereof any matters or lacts shall be conclusive proof of the truthers thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Krantor hereunder, beneficiary may, at any pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby security and runner on the property of any part thereof, including the son past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as benevitiany with the same determined the such as the such

waive any detault or notice ol default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment ol any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary and declare all sums secured hereby immediately due and payable. In such any event the beneficiary of the trust deed in equity as a mediage or direct the trustee to foreclose this trust deed in equity as a mediage or direct the trustee to foreclose this trust deed advertisement and such an order of the trustee to foreclose this trust deed of advertisement and such an order of the trustee to foreclose this trust deed to sell the said described real property to satisfy the obligations secured hereby, whereupon the truste and proceed to foreclose this trust deed in the manner provided in ORS 6.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee for the trustee as ale, the grantor or other person so privileged by ORS 66.760, may not the beneficiary or his successors in interest, respectively, the entire amount of the henchicary or his successors in interest, respectively, the entire amounts here due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the including costs and expenses actually incurred to final so the feed of law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all toreclosure proceedings shall be dismissed by the trustee.

the detault, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in parcels and shall sell the parcel or parcels are suction to the highest bidder for cash, pcyable at the time of sale. Trustee shall deliver to the processer its deed in form as required by law conveying the property so sold and without any covenant or warranty, express or implied. The recitals in the sed of any matters of fact shall be conclusive proof of the truthitulness thereof. Any person, excluding the trustee, but including the frantor and benedicary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) of the obligation secured by the trust deed, (3) to all persons deed as the interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

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 appoint a excessor or successors to any trustee named herein or to any successor trustee exposured hereinder. Upon such appointment, and without converse and duties conferred trustee, the latter shall be vested with all title, powers and duties conferred and substitution shall be made by written hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiar and substitution shall be made by written and its place of record, which when nationing reference to this trust deed clark or Recorder of the county or counties in which the property is situated shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in 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 of 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 trusted hereunder must be either an attorney, who is an active member of the Oregon State Bat, 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 granter covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully selzed 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 stantar warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, lamily, 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

This sheed emplies to, inures to the benefit of and binds all parties hereto, their heirs, legaters, devisees, administrators, executive, personal terminantatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the countract secured termos, whether or not samed as a beneficiary herein. In construing this deed and whenever the context so requires, the number includes the plural.

- IMPORTANT NOTICE: Delote, by lining out, whichever warranty (a) or (b) is applicable and the beneficiary is a creditor as cock want is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary first comply with the Act and Regulation by making required a particular tends purpose, if this instrument is to be a FIRST lien to finance to pershave at a decling, use Stavens-Heas Form No. 1305 or equivalent; within instrument is NOT to be a first lien, or is not to finance the purchase of a decling see Stavens-Heas Form No. 1306, or equivalent-fill compliance and the rice is not instrument to the decimal of the start of the sta

IN WITNESS WHEREOF, said grantor has hereunto set his land the day and year that above withen 8 Edward C. eanne

is the process of the choice is a consention. Office who the chief president in agreement of the chief Course Klamach (Xuly 4,198 Q. 1983 Vid ( above named

Jevard C. Dore ರಾ any acknowledged the long oing instrumis 6 volution y act and deed.

> Notury Public for Oregon My commission expires:

State of Oregon, County or Klamath On 7/6/1983 personally appeared. Edward C. Dore, who, being duly sworn, did say that he is the attorney in fact for Jeanne M: Dore and that he executed the foregoing instrument by duthority of and in behalf of said principal and he acknowledged said instru ment to be the act and deed of , , , the said principal. BEFORE ME:

Notary Public for Oregon

My commussion expires: Y Commission expires: 8-5-83

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been pold.

".... Trustee

IORS 93 490

The waterstand to the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said tion deed have freen fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of red fort deed of hursmant to statute, to cance, all evidences of indebtedness secured by said trust deed (which are delivered to you here gib in either with soil least deed) and to reconvey, without warranty, to the parties designated by the terms of said frust deed the estack new total by you must the same. Mail reconveyance and documents to

267211

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Beneticiary

STATE OF OREGON.

al iose or destroy in a Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be

TRUST DEED HOUR NE BOILT

reverse to the second s

Grantor

Bereticiary

SPACE RESERVED FÖR

RECORDER'S USE

County of Klamath I certify that the within instrument was received for record on the 8th day of November 1883 or 10:56 o'clock A M., and in book/reel/volume No. M83 on page19201 or as document fee/file instrument/microfilm No. 30340 Record of Mortgages of said County,

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By PAm Amilli: Deputy

ATTEN ALCOHOMO RUTURN TO ack G. Silveira 3:45 Midgmoor Drive

studio city, ch 91604

Fee: \$8.00