

TRUST DEED



THIS TRUST DEED  
BERT T. KING, JR.,  
as Grantor, MOUNTAIN TITLE COMPANY, INC., as Trustee, and  
and wife

as Beneficiary,

WITNESSETH: \_\_\_\_\_ trustee in trust, with power of sale, the property

in \_\_\_\_\_ Klamath

Lot 54, FAIR ACRES SUBDIVISION NO. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of said note to be due and payable \_\_\_\_\_, 19\_\_\_\_.

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

The above described real property is not restricted by:

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

2. Not to waste said property.

(a) consent to the making, granting any easement or creating any restriction in the lien or charge of the property, or any agreement affecting this deed or any part of the property. There shall be no subordination or other agreement affecting this deed or any part of the property as the "person or persons named herein"; (d) reconveyance may be described as any matters or facts stated therein; and the recitals thereof. Trustee's fees for any of the foregoing shall not exceed \$500.00 per year.

[illegible][illegible][illegible][illegible]

pelate Court on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable under the right of eminent domain or condemnation, which are in excess of the amount required as compensation for such taking, which are in excess of the fees necessarily paid and incurred by grantor in such proceedings, shall be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, and to pay all reasonable costs and expenses incurred by beneficiary if first upon any reasonable notice, necessarily paid up the indebtedness in the trial and appellate courts, and the balance applied up to take such actions in such proceedings; and grantor agrees, at its own expense, to take such actions secured hereby; and grantor agrees, at its own expense, to execute and execute promptly upon beneficiary's request.

9. Immediately upon beneficiary's request to pay to time upon written request of bene-

9. At any time and from time to time upon written request of beneficiary, payment of its fees and prevention of cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

\_\_\_\_\_, who is an active member of the Oregon State Bar, a bank, \_\_\_\_\_, a title insurance company authorized to insure life insurance policies in the State of Oregon or the United States, \_\_\_\_\_, hereafter, or an escrow agent licensed under ORS 696.505.

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 698.505 to 698.585.

19323

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) ~~not~~ for grantor's 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 and

\* IMPORTANT NOTICE: Delete the word "not" in the above paragraph (b) if the loan is for business or commercial purposes other than agricultural purposes.

Be & T. D.

BERT T. KING, JR

STATE OF OREGON

County of Klamath

County of Klamath

November 9, 1961  
Personally

PERSONALLY appeared the above named  
BERT T. KING: FBI

ment to be his and acknowledged the foregoing instru-  
Before me. voluntary act and deed

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: 6/19/87

IORS 93.490

STATE OF OREGON, County of

Personally appeared \_\_\_\_\_, 19

..... and  
duly sworn, did say that the former is the ..... who, each being first  
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

FOR FULL RECONVEYANCE  
To be used only when obligations have been paid.

TO: \_\_\_\_\_ To be used only when \_\_\_\_\_, 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 \_\_\_\_\_, Trustee

DATED: \_\_\_\_\_

**DATED:**

, 19

TRUST DEED

(FORM No. 887-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

Bert T. King, Jr.

Barb T. King A.

Thomas O. Hale and Ruby J. Hale

**Beneficiary**

**AFTER RECORDING RETURN TO**

MOUNTAIN TITLE COMPANY, INC.

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 9th day of November at 3:15 o'clock p.m. 1903

in book/reel/volume No. 10322

page 19322 Volume No. 1103  
or as document/fee/file/  
instrument/microfilm No. 30419  
Record of M

Witness my hand and seal of  
County affixed.

Evelyn Biehn County Clerk

By P. B. Smith Deputy

Fee: \$8.00