

IN-1

**31461**

**TRUST DEED**

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EDWARD C. DORE AND JEANNE M. DORE, husband and wife  
as Grantor, Klamath County Title Company, as Trustee, and

as Beneficiary, \_\_\_\_\_  
Rogers M. Cox and Beverly S. Cox, husband and wife  
as Beneficiary, \_\_\_\_\_  
WITNESSETH:

**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:

Lot 29 in Block 45 of Klamath Falls Forest Estates Highway 66 Unit, Plat #2, 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of One Thousand dollars and no/100----- (\$1000.00) Dollars, with interest thereon according to the terms of a promissory

sum of -----One Thousand dollars and no/100----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable on October, 1987.

note of even date herewith, payable to the order of \_\_\_\_\_, 1987.  
not sooner paid, to be due and payable on October, 1987.  
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
became due and payable. \_\_\_\_\_  
The property is not currently used for agricultural, timber or grazing purposes.

The date of maturity on the debt instrument shall be the date on which the debt instrument becomes due and payable.

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

To protect the security of this trust deed, grantor agrees:

(a) consent to the making of any map or plat of said property; (b) join in any subdivision of said property; (c) join in any granting any easement or creating any restriction thereon; (d) join in any subordination or other agreement affecting this deed or the lien or charge of the debt instrument on any part of the property. The

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.

1. To protect, preserve and improve any building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon; 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. To observe and comply with all ordinances, regulations, covenants, conditions and restrictions of record affecting the premises, and to defend, maintain and enforce the same.

4. To execute and deliver all documents and instruments which may be required to carry out the purposes of this trust, and to execute and deliver all documents and instruments which may be required to carry out the purposes of this trust.

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10. Upon any default by grantor hereunder, beneficiary may at any time and from time to time, cause to be executed and delivered by a receiver to be appointed by the court, all documents and instruments which may be required to carry out the purposes of this trust, and to execute and deliver all documents and instruments which may be required to carry out the purposes of this trust.

2. To complete or improve which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such limiting statements pursuant to the Uniform Commercial Code, and to pay for filing same in the public records as may be required and to pay for filing same in the public records as may be required.

3. To comply with all laws, orders, regulations, decrees, judgments, judgments of the court, and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the

[illegible]

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

[illegible]

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may proceed to foreclose this trust deed.

[illegible]

5. To keep said premises free from construction liens and to pay all

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the grantor, should the grantor fail to make payment of any taxes, assessments or charges, should the grantor fail to make payment by grantor, either

[illegible][illegible]

make such payments, together with interest at the rate set forth in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the promisor, as well as the grantor, shall be bound to the obligation herein created, and the entire amount thereof (including costs and expenses actually incurred by the obligee in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amount provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby the default, in which event all foreclosure proceedings shall be dismissed.

14. Otherwise, the sale shall be held on the date and at the time place designated in the notice of sale or the time to which said sale is provided by law. The trustee may sell said property in any manner provided by law.

erty hereunder that they are bound for the payment of the same extent, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

16. To pay all costs, fees and expenses of this trust including the cost of advertising and the commissions of the trustee incurred

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

of title search as well as the other costs and expenses incurred by or for the grantor 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 proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including all costs and expenses, incurred by or for the grantor in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

8. When trustee sells pursuant to the powers provided herein, the grantor and beneficiary, may purchase at the sale.

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15. When trustee sells pursuant to the powers provided herein, the grantor and beneficiary, may purchase at the sale.

7. To appear in and defend any suit, action or proceeding in which the beneficiary or trustee may appear, including the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, in any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be the amount of attorney's fees mentioned in the event of an appeal from any judgment or

and shall apply the proceeds of sale of the trust estate and a reasonable charge by trustee for the compensation secured by the trust deed, (3) to all payments made by the trustee in the discharge of his duties subsequent to the interest of the beneficiary in the having recorded liens subsequent to the order of their priority and (4) as to surplus, if any, to the grantor or to his successor in interest entitled to the same.

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 power of appointment or to any interest in the trust. Upon such appointment, and in the absence of any contrary provision in the trust instrument, the trustee so appointed shall succeed to the powers, duties and responsibilities of the trustee so appointed in his stead.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or successor trustee appointed hereunder. Upon such appointment, and when the successor trustee hereunder, the latter shall be vested with all powers and duties conferred upon any trustee herein named or appointed hereunder, and substitution shall be made by

under the right of eminent domain or any other right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and annuities by grantor in such proceedings, costs and expenses and attorney's fees, annuities by first upon any reasonable costs, necessarily paid or incurred by beneficiary.

as compensation for all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness incurred hereby; and grantor agrees, at its own expense, to take such actions as may be necessary in obtaining such compensation.

17. Trustee accepts this trust as provided by law. Trustee

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or trustee is a party to such action or proceeding is brought by trustee.

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 indorsement (in case of full reconveyances, for cancellation), 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 a title insurance company authorized to insure title to real property in the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to take assignments authorized to do business under the laws of Oregon or the United States.

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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

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~~ CALIF. )  
County of Los Angeles ) ss.  
September 29, 19 83  
Personally appeared the above named

Edward C. Dore only

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

(OFFICIAL SEAL)

Before me:

Marcia L. Milner  
Notary Public for Oregon CALIF.

My commission expires: May 23, 1986

(ORS 93.490)

STATE OF OREGON, County of ) ss.  
Personally appeared

and  
duly sworn, did say that the former is the  
president and that the latter is the  
secretary of

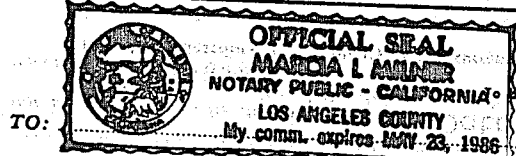
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

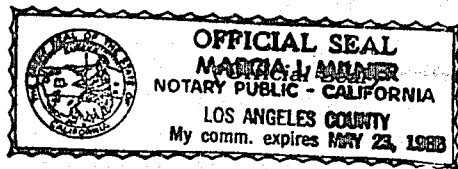


REQUEST FOR FULL RECONVEYANCE  
as used only.

TO: STATE OF ~~OREGON~~ CALIFORNIA )  
County of Los Angeles ) ss.

On this the 29th day of September

EDWARD C. DORE, 19 83 personally appeared  
who, being duly sworn (or affirmed), did say that \* he is the attorney in fact for  
JEANNE M. DORE  
that \* he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



Before me:

Marcia L. Milner  
(Signature)

my commission expires : May 23, 1986

(Title of Officer)

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 12th day of Dec. A.D. 19 83  
at 10:03 o'clock A M, and duly  
recorded in Vol. M83 of Mortgages  
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EVELYN BIEHN, County Clerk

By Deputy

Fee 8.00

AFTER RECORDING RETURN TO  
Rogers M. Cox  
Box 2196  
Emery, OR 9712343