

32710

TRUST DEE

THIS TRUST DEED, made this 17th day of January
DORTHA I. SAYLER

19 84, be

as Grantor, KLAMATH COUNTY TITLE COMPANY

C. H. SEWALL
as Beneficiary,

WITNESSETH

as Beneficiary,

WITNESSETH:

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

_____ of Homedale Road, which point is _____ of the _____

Grantor irrevocably grants
in Klamath County, Oregon, described as:

Beginning at a point on the East line of Homedale Road, which point is South 650.65 feet and East 30 feet to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 39 S.R. 9 E.W.M., and continuing thence South along said East line of Homedale Road a distance of 228.65 feet to a point; thence North 89°42' East a distance of 187.8 feet to a point; thence North 228.38 feet to a point; thence South 89°42' West a distance of 187.8 feet to the point of beginning, containing 0.99 acres, more or less in the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 39 S.R. 9 E.W.M., in Klamath County Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used with said real estate.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal of office, at the City of New York, this 14th day of January, 1900.

THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payable by the said grantees, their heirs, assigns and assigns in fee simple, under and NO. 1005, in and to the said premises, in accordance with the terms of a

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE BORROWER HEREIN, the sum of EIGHTEEN THOUSAND SIX HUNDRED AND NO/100S Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest

note of even date herewith, payable to beneficiary or order and made by grantor, the said _____, 1994

The date of maturity of the debt secured by this instrument is _____.

The above described real property is not covered by the security of this trust deed, grantor agrees to keep the property in good condition.

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 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 comply with all laws, ordinances, regulations, covenants, requests, conditions and restrictions affecting said property; if the beneficiary is a Uniformed Services of the Sea Act (USSEA) member, to join in executing such financing statements pursuant to the filing name in the USSEA Code as the beneficiary may require and to pay the filing name in the USSEA Code as the beneficiary may require, as well as the cost of all lien searches made by proper public office or offices, as well as the cost of all lien searches made by proper public office or offices, as may be deemed desirable by the beneficiary; to provide and continuously maintain insurance on the building and contents of the building against loss or damage by fire, theft, and other causes.

proper public office or other agency by filing officers or searching agencies as may be deemed beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by such other hazards as the beneficiary may from time to time require full insurable value

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including 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 actually incurred, and defend any action or proceeding brought by the trustee; and in

in connection with or in enforcing this trust, and in and defend any action or proceeding purporting to affect the title or interest of the trust; and in all cases to pay the costs actually incurred.

[illegible]

It is mutually agreed that: all of said property shall

[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 endorsement (in case of full reconveyances, for cancellation), without the liability of any person for the payment of the indebtedness, to

(c) consent to the making of any map or plat of said property granting any easement or creating any restriction thereon; (d) subordinating or other agreement affecting this deed or any part thereof; (e) reconveyance may be described as "per grantee in full satisfaction of all claims of the Trustee's fees legally entitled thereto," and the recitals therein of any matter truthfully stated, and the cost of such proof, not less than \$5.

[illegible]

11. The entering upon and taking possession of said premises shall not constitute a waiver of any insurance policies or compensation or awards for any taking of property, and the application or release thereof as aforesaid, shall not constitute a waiver of any default or notice of default hereunder or invalidate any claim or demand pursuant to such notice.

[illegible]

hereby, whereupon the said principal shall be held on the date aforesaid thereon as then required by ORS 86.740 to 86.795, in the manner provided in law and provided herein.

13. Should the beneficiary elect to foreclose by advertisement then default at any time prior to five days before the date of the sale of the property, the grantor or other persons who are trustee for the trustee's sale, the beneficiary or his successors in interest, shall be bound to pay to the principal of the debt secured by ORS 86.760, may pay the same then due under the terms of the deed, and, in addition, the entire amount thereby (including costs and attorneys' fees) secured under the obligation and trust deed, and attempt to enforce the same by the means of (including and without limitation to this enforcing the amounts provided by law) of more than such sum exceeding the amounts provided by law) of more than such sum exceeding the amounts provided by law) of more than such sum exceeding the principal as would not then be due had no default occurred.

14. The principal shall be bound to pay to the beneficiary the principal of the debt, in which event all foreclosure proceedings shall be held on the date aforesaid.

[illegible]

15. When trustee sells pursuant to the powers provided in the trust agreement, the sale shall be deemed to be for the best interests of the trust and the beneficiaries, and the trustee shall be deemed to have acted in good faith and without conflict of interest. The trustee shall be deemed to have acted in good faith and without conflict of interest if the trustee has acted in accordance with the terms of the trust agreement and the trustee has acted in accordance with the terms of the trust agreement and the trustee has acted in accordance with the terms of the trust agreement.

16. For any reason permitted by law beneficiary or beneficiaries may, at any time appoint a successor trustee appointed by the settlor. The latter shall be deemed to have accepted the appointment of any trustee herein named by the settlor by exercising powers and duties of such appointment and substitution hereunder. Each appointment and substitution shall be executed by beneficiary, when recorded in the instrument of record, which, when recorded in the office of the county clerk of the county in which the trust is to be created, shall be deemed to have been accepted by the beneficiary.

17. Trustee accepts this trust when this deed is acknowledged is made a public record as pending sale and obligated to notify any party hereof or pending sale of trust or of any action or proceeding in which grantor shall be a party unless such action or proceeding is brought by or against the trust.

[illegible]

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.

Dortha I. Saylor
DORTHA I. SAYLER

* 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.
January 19, 19 84.

Personally appeared the above named
Dortha I. Saylor

(ORS 93.490)

STATE OF OREGON, County of _____, ss.

Personally appeared _____

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)

and acknowledged the foregoing instru-
ment to be her _____ voluntary act and deed.
Before me:
[Signature]
Notary Public for Oregon
My commission expires: 8-2-87

(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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
19th day of January, 19 84,
at 1:10 o'clock P.M., and recorded
in book reel volume No. MS4 on
page 1058 or as document/fee/file/
instrument/microfilm No. 32710
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By Pam Smith Deputy

Fee: \$8.00

KATCO

4180