

32907

TA M-27113-2  
TRUST DEED

Vol. 1784 Page

1984 between

THIS TRUST DEED, made this 17th day of January, 1984, between JOHN M. ANDERSON and KRISTIE A. ANDERSON, husband and wife \_\_\_\_\_, as Trustee, and \_\_\_\_\_

as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY,  
LAWRENCE E. LASKO and MILDRED D. LASKO, husband and wife.

as Beneficiary, \_\_\_\_\_

Grantor irrevocably grants, bargains, sells and conveys  
in Klamath County, Oregon, described as:

Lot 715, Block 129, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at New York City, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

BY \_\_\_\_\_

THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of FIVE HUNDRED AND NO/100-\_\_\_\_\_ Dollars according to the terms of a promissory note made by \_\_\_\_\_ hereof, is hereby acknowledged.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the parties hereto, the sum of THIRTY FOUR THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by the grantor, to the beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

sum of THIRTY FOUR THOUSAND DOLLARS (\$34,500.00) \_\_\_\_\_  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment  
not sooner paid, to be due and payable January 20, 2004 x8  
date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
is due, and if the debt is not paid at the within described property, or any part thereof, or any interest therein is sold, agreed to be  
sold, or otherwise disposed of, the holder of the note shall have the right to foreclose upon the property so sold, agreed to be  
sold, or otherwise disposed of, without having obtained the written consent or approval of the beneficiary,  
and the maturity dates expressed therein.

The date of maturity of the debt secured by this instrument, or any part thereof, shall not become due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the lender, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not to be used to secure the security of this trust deed, grantor agrees:

The above described real property is not currently

The above described real property is not currently

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 no waste of said property.

2. To promptly and in good and workmanlike manner construct, damaged or

1. To protect, preserve and demolish any building or improvement and repair; not to remove or demolish any building or improvement, nor to commit or permit any waste of said property.

[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 \$ full insurable value of the latter; all companies acceptable to the beneficiary, with loss payable to the latter; and policies of insurance shall be delivered to the beneficiary as soon as insured; deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings; the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release or waiver of any claim or notice of default hereunder or invalidate any claim or waive any such notice.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as in enforcing this obligation and trustee's and attorney's fees actually incurred. in and defend any action or proceeding purporting to

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its less 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

[illegible][illegible]

11. The entire interest upon and taking possession of said property, 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 to or loss of 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][illegible][illegible]

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, in trust; (2) a reasonable charge by trustee for his services as trustee; (3) the obligation secured by the trust deed, (3) to the persons claiming the claim of the interest of the trust; and (4) the interest of the attorney, (2) the obligation secured by the interest of the trust; and (4) the having recorded liens subsequent to the interest of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record of pending sale under any other deed of obligation to notify any party hereto 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 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.  
January 17, 19 84

Personally appeared the above named

John M. Anderson and  
Kristie A. Anderson

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

Before me:

(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.

John M. Anderson

Kristie A. Anderson

Grantor

Lawrence E. Lasko

Mildred D. Lasko

Beneficiary

AFTER RECORDING RETURN TO

Transamerica Title Ins. Co.  
600 Main Street  
Klamath Falls, Oregon 97601

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 25th day of January, 1984, at 3:31 o'clock P.M., and recorded in book/reel/volume No. 32207 on page 1362 or as fee/file/instrument/microfilm/reception No. 32207, 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