

35846

ion on assignment) 2.00
MTC-13573-K
TRUST DEED

Vol. MS Page 6678 

as Grantor, MOUNTAIN TITLE COMPANY, INC.

FERN A. SMITH

as Beneficiary,

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

A tract of land in the SW 1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

A tract of land in the SW 1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 1280 feet East and 1352 feet North of the Section corner common to Sections 19, 20, 29, and 30, Township 38 South, Range 9 East of the Willamette Meridian, said point being in the center line of "A" Street as shown on the plat of Highway Addition filed May 31, 1927, in Plat Book 7 and page 9, now vacated, and on the Westerly line of Biehn Street as now located (80 feet wide); thence Westerly along the center line of said vacated "A" Street to the Easterly line of Lakeport Boulevard; thence North in a straight line 274 feet more or less to the South line of the Southern Pacific Railroad right of way; thence Southeasterly tracing the Southerly line of said right of way 313 feet, more or less, to the Westerly line of said Biehn Street; thence South 127.2 feet more or less to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected therewith, together with 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, the parties have hereunto set their hands and seals at the City of Medford, Oregon, this _____ day of _____, 19____.

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE of each of the above described notes, the sum of SEVENTY-FIVE THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by said grantor, the final payment of principal and interest hereof, if payable to the beneficiary or order and made by grantor, to the said beneficiary or order.

note of even date herewith, payable to beneficiary or _____, 19____, per terms of note
not sooner paid, to be due and payable _____, on which the final installment of said note
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
becomes due and payable.
The above described real property is not currently used for agricultural, timber or grazing purposes.
() consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any

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 to commit or permit any waste of said property.
2. To construct, maintain and repair in good and workmanlike manner all structures, buildings, improvements, fences, gates, etc., on the property.

and repair; nor shall he permit any waste of said property and in good and workmanlike manner, he shall keep the same in such condition as to complete or restore promptly and at his expense any building or improvement which may be constructed, damaged or destroyed thereon, and pay all 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 financing statements pursuant to the Uniform Commercial Code as the beneficiary may require in order to pay for filing same in the proper public office or offices, as well as the cost of all lien searches conducted by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To continuously maintain insurance on the building against loss or damage by fire

[illegible][illegible]

6. To pay all costs, fees and expenses of the trustee and attorney's of 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 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 for the foreclosure of the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary or trustee in all cases shall be including evidence of the fees mentioned in this paragraph 7 in all cases shall be amount of attorney's fees mentioned in the event of appeal from any judgment of the trial court. Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary or trustee's attorney's fees on such appeal.

pellate court shall have the right to appeal. It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken 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 shall be paid to beneficiary as compensation for such taking, which are in beneficiary's fees necessarily paid to and pay for such reasonable costs, expenses and shall be paid to beneficiary and to pay for such reasonable costs and expenses necessarily incurred by beneficiary by grantor in such proceedings, necessarily paid upon the indebtedness applied by it first upon any appellate courts, necessarily paid upon the indebtedness both in the trial and any appellate courts, and the balance applied upon the indebtedness in such proceedings, and the balance applied upon the expense, to take such actions secured hereby, and grantor agrees, at its own expense, in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time this deed and the
 liary, payment of its fees and presentation of this deed and the
 endorsement (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 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 except 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) for the personal, individual or domestic use, pleasure or comfort of the beneficiary, or (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.

X Larry A. Hardgrove
X Sharon E. Hardgrove
LARRY A. HARDGROVE
SHARON E. HARDGROVE

State of California }
County of San Bernardino } ss.

On this the 19th day of April, 1984, before me,

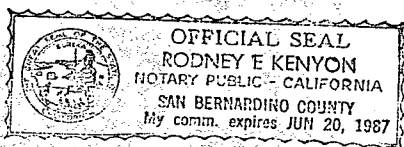
Rodney E Kenyon

the undersigned Notary Public, personally appeared

Larry A Hardgrove and Sharon E Hardgrove

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that They executed it. WITNESS my hand and official seal.

Rodney E Kenyon
Notary's Signature



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.

Larry A. & Sharon E. Hardgrove

Grantor

Fern A. Smith

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY, INC.

32802

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 23rd day of April, 1984, at 11:12 o'clock AM., and recorded in book/reel/volume No. MB4 on page 6678 or as document/fee/file/instrument/microfilm No. 35846, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Fern A. Smith, Deputy

Fee: \$8.00