FORM; No. (881-1)—Oregon Trust Deed Series—TRUST DEED (No restriction on assignment). TPJ.1

136580 35852 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 -----

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as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

Lot

6 in Block 47 Klamath Falls Forest Estates Highway 66 Unit, Plat No. according to the official plat thereof, on file in the office No. , according to the official plat thereof, of the County Clerk of Klamath County, Oregon,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging of its above now or hereatter appertaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in contact tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contanted and particular of its to an and the state.

sum of \_\_\_\_One Thousand Eight Hundred and Fifty dollars and no/100----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest factor, is not sooner paid, to be due and payable NOVEMBER 1 . 19 88 . The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installing of the debt secured by this instrument is the date, stated above, on which the final installing of the debt secured by this instrument is the date.

becomes due and payable: The above described real property is not currently used for agricultural, timber or grazing purposes. ditural, timber or grating purposes.
(a) consent to the making of any map or plat it indicates the forming any cusculated or creating any matching of the indicates the second second

The date of maturity of the debt secured by this instrument becomes due and payable. The above described real property is not currently used for agrees. The above described real property is not currently used for agrees. The non-control of the security of this trust deed, granter agrees. The non-control of the security of this trust deed, and the agree of the security of this trust deed, and the agree of the security of this trust deed, and the agree of the security of this trust deed, and the agree of the security of this trust deed, granter agrees. The non-control of the security and in good and workmanike in the security of the security and the security of the security of the security and the security and the security of the security of the security and the security and the security of the security of the security and the security and the security of the security of the security of the security and the security and the security and the security of the security of the security of the security and the security and the security of the security and the security of t the default, in which event all foreclosure proceedings shall be defaults in which event all foreclosure proceedings shall be default of the data set. 14. Otherwise, the sale shall be held on the data set. I at the trave of the prosponed in the notice of sale or the trave to share and shall sale or the trave of the sale shall be prosponed in the notice of sale or the trave to share and shall sale of the trave of sale or the trave of the sale shall be properly so sold, but ware its deed in form as required by her constraints and the trave of the travelet by the fore sale or the travelet by the constraints and the travelet by the travelet by the sale of the travelet by the constraints are constraints and the travelet by the sale of the travelet by the constraints are constraints and the travelet by the constraints and the travelet by the sale of the travelet by the sale of the travelet by the sale of the travelet bet and the sale of the travelet bet and the travelet bet and the sale of the travelet between the travelet between the travelet between the sale of the travelet between the travelet between the sale of the travelet between the sale of the travelet between the subsequent to the travelet between the travelet between the travelet between travelet between the travelet between the travelet between the travelet between the travelet between travelet between the travelet

pellate court shall adjudge reasonable as the Deneticiary's or trustee's ditiv-ney's lees on such appeal. It is mutually agreed that: It is mutually agreed that: It is mutually agreed that: Beneticiary and the event that any portion or all of said property shall have the under the right one commend on the monies payable and the right is a of eminent domain or condemnation, beneficiary shall have the scompensation to so the second and the property shall be taken under the right of the second second second second second the second second second second second second second the second pay and reasonable costs, expenses and attorney's lees necessarily peild on incurred by diration such proceedings, shall be paid to beneficiery in both in the trial and applied courts, necessarily paid or incurred by be secured hireby; and grantor second the balance applied upon the indebidness secured hireby; and grantor hand the balance applied upon the indebidness secured hireby; and grantor hand hall be necessarily in obtaining such course near execute such instruments shall be necessarily in obtaining such course endorsement of its fees and presention of this deed and the note how ficiary, payment of its fees and presention of this deed and the note how ficiary in a shall be necessarily performed the note how the liability of any person for the payment of the indebidness, trustee may

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16, For any reason permitted by law here hered to be the time of the line appoint a successor or successors to any there have detection of the sur-successor trustee appointed hereinder. Upon such appointences and action conveyance to the detection trustee, the latter shall be verted with all the powers and datas conference the latter shall be verted with all the foreign of the surple of the surple of the surple of the surple powers and datas conference in the latter shall be used with all the foreign of the surple of the surple of the surple of the surple on even and datas conference in the surple of the surple and its lace of recent, which when two substitutes the surple of and clerk or Recorder of the country constrained with surple of data and the surple of the country of appaintment of the surple of the surple of the surple of the country of the surple of the surple of the clerk or Recorder of the country of the start is the surple of the surple of the surple of the country of the surple of the surple of the clerk or Recorder of the country of the start is the surple of the surple obligated to notify any path is that she that and the start of ability of any action of proversing in which drants, between the surple shall be a party unless such action of proceeding is brought by theste

pursuant to such ratice 12. Upon details by grantor in payment of any indeficience structure hereby or in his perturbative or any agreement beyond it the excitations and declare all sums secured hereby innuedatively doe and parallel in such in equity as a mortage or denor may proceed to be tweeters this tract of in equity as a mortage or denor may proceed to be tweeters the tweeter in equity as a mortage or denor may proceed to be tweeters the tweeter in equity as a mortage or denor may proceed to be tweeters to be to one in equity as a mortage or denor the function betweeter be to be to one advectisement and adde. In the latter event the betweeter be to be to one to self the sould devolved by source in the solution of the tweeter be-beredy, whereapon the traction and proceed to betweeter that devol thermal as then required by back and proceed to be devolved the source devolved the manner provided in OKS 36 740 to 36 751 L3. Should the beneficiary elect to betweet to advecture of the traction of the traction of the back and proceed to be advecture of the traction of the source of the traction of the t

the manner provided in OKS 56.740 to 56.757 13. Should the benchicrary check to force the advancemental with a then alter default at m5 time prior for force day between the two with the trustee for the trustees sale, the grant of which is the two with the trustee for the trustees sale, the grant of which is the two with the trustee for the trustees sale, the grant of which is the two with the trustee for the trustees sale, the grant of which is the two with the trustee for the trustees sale, the grant of which is the trust of the trustee for the trustees of the obligation and trustees actually must experies enforcing the terms of the obligation and trustees as that is the start of the default, in which we due had no details which which is default to the the default, in which event all interlosure proceeding stall be discussed to the trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Grugon State Bar, a car's that to be or savings and loan association authorized to do business under the laws of Oregon or the Unded State, a take national company actives at the take to be property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excert agent member of a take bar of the crugon of the crugon and the state.

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 granity warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) in remarks for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his have the day and year first above writ 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. Ń Dore Edward Jeanne M Dore her attorney in fac STATE OF CALIFORNIA COUNTY OF LOS Angeles 24th October On this  $19\frac{83}{--}$  , before me, the undersigned, \_ day of \_ ) 55. a Notary Public in and for said County and State, personally appeared Edward C • DOTE ... and personally known to me (o<del>r proved to me on the basis of satisfactory evidence</del>) to be the person >, each being first whose name Jeanne M, Dore ... subscribed to the within instrument, as the Attorney\_ in fact of subscribed the name\_\_\_him\_\_\_\_ his own name\_\_\_\_\_ ... , and acknowledged to me that she of thereto as principal Acknowledgment áná as Attorney. in fact. instrument is the int was signed and board of directors; WITNESS my hand an çi**q**l seal. OFFICIAL SEAL its voluntary act Signature. hi W R. M. CUNAG NOTARY PUPLIC - CALIFORNIA PRINCIPAL OFFICE IN R. M. Cunag LOS / LOSLES COUNTY ş STATE OF CAUPORN 2 My Conditionan Levil -(OFFICIAL May 22, 1987 SEAL) COUNTY OF 55 Los Angeles CHAR 0 October 24, 1983 Edward C. Dore State cettorially appeared \_\_\_ appeared 'te dome OFFICIAL SEAL .....and R. M. CUNAG Signature e acknowl-NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN Ruth M. Cunag LOS ANGELES COUNTY My Commission Expires May 22, 1987 Name (Inted or Purited) PR-43 (10) Rev 6-82 (This area for official seal) 동문 my commission expires:  $-\frac{1}{2}$   $\approx$ County of: Klamath NESS LAW PUB. CO., POHTLAND, OR I certify that the within instrument was received for record on the 23rd day of April 1984, at. 12:49 o'clock P. M., and recorded SPACE RESERVED in book/reel/volume No. M84.....on page 6687...or as document/fee/file/ instrument/microfilm No. 35852 Grantor FOR RECORDER'S USE Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Argyle O. Gifford Evelyn Biehn, County Clerk 8775 Argo Ct. By Pan Amill San Diego, CA 92123 Fee: \$8.00 .Deputy