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MTC #14493-(7)

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97201

THIS TRUST DEED

TERRANCE W. ROACH  
as Grant

as Grantor, \_\_\_\_\_ MOUNTAIN TITLE CO., INC  
VERNE E. \_\_\_\_\_

VERNE E. BLOOMBERG  
as Beneficiary

as Beneficiary

**TRUST DEED**

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1211

19 85, between

Grantor irrevocably grants, bargains, sells and  
Klemath WITNESSETH:

WITNESSETH:

Lot 2, Block 56, HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated alley which inured thereto.

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

SUM of TWENTY ONE THOUSAND SIX HUNDRED AND NO/100-----  
(\$21,600.00)

nore of even date herewith, payable to beneficiary named above, or to his heirs, assigns, personal representatives, executors, administrators, trustees, successors or assigns, as they may from time to time appear, at the office of the County Clerk of the County of Cook, Illinois, on or before the first day of January next ensuing, and if not sooner paid, to be paid by the County Clerk of the County of Cook, Illinois, on or before the first day of January next ensuing.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained in said real estate.

sum of TWENTY ONE THOUSAND SIX HUNDRED AND NO/100-----  
 (\$21,600.00)

not sooner paid, to be paid on or before the date hereof, payable to beneficiary.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, at the beneficiary's option, all obligations secured by this instrument, shall become immediately due and payable. The above described real property is not sold, conveyed, assigned or alienated by the grantor without first having obtained the consent of the grantor herein contained and payment of the Dollars, with interest thereon according to the terms of a promissory note, made by grantor, the final payment of principal and interest hereof, if not paid, to be due and payable January 21, 1995.

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 not to commit or permit any waste of said property.

1. To remove or demolish any building or improvement in good condition and pay when due all costs incurred therefor.

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 and restrictions affecting said property.

4. To join in executing such documents as may be required for the purpose of carrying out the intent and purpose of this deed.

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 and to pay for the filing of such public office or offices, as well as for the recording of the same.

4. To provide and continuously maintain insurance on hereafter erected on the said premises against fire, lightning, windstorm, hail, flood, explosion, riot, civil commotion, sabotage, terrorism, war, nuclear energy, and all other risks of damage or destruction, and to pay for the cost of all such insurance.

4. To provide and continuously maintain insurance on the buildings and structure erected on the said premises against loss or damage by fire and other hazards as the beneficiary may from time to time require, the amount not less than \$ full value of insurance acceptable to the beneficiary. The cost of all such insurance shall be the responsibility of the grantor.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the lien or charge granted in any reconveyance attesting this deed or any part of the lien or charge legally entitled hereto, and may be described as the "persons or persons conclusively party thereto," and may be described as the "persons or persons services mentioned in the paragraph last recited therein of this matter or facts shall time without notice, except by grantor hereunder, beneficiary may at any time be indebted by court, and without agent or for any party or person, or any party hereby secured, enter upon the adequacy of any security and profits thereof, in its own name sue and take possession of any security and profits and expenses of its own name sue and take possession of any security."

beneficiary may procure the same or hereafter placed on said buildings, determined, or at option of beneficiary, may be used:

under any life or fire insurance policy heretofore placed on said buildings, upon any indebtedness secured hereby and in such order as beneficiary determine, or at option of beneficiary the entire amount so collected, or part thereof, may be released to grantor. Such application or release shall be made pursuant to such notice of default hereunder or release.

5. To keep said premises

5. To keep said premises free from construction liens and to pay all assessments and other charges that may be levied or assessed on said property before any part of such taxes or assessments become past due or delinquent, the beneficiary shall do and cause to be done all things necessary to keep said premises free from construction liens and to pay all assessments and other charges that may be levied or assessed on said property before any part of such taxes or assessments become past due or delinquent.

[illegible]

the grantor and promptly deliver receipts therefor to her. If the grantor fail to make payment of any taxes, assessments, premiums, liens or other charges payable by grantor, either such payment, or by providing beneficiary with funds with which to pay said, with interest at its option, make payment thereof together with the obligations described in paragraph one hereof, shall be added to and become a part of the indebtedness of the grantor, without recourse to the assets of the grantor, and shall be paid by the grantor to the beneficiary on demand.

11. The entering upon and taking possession of said property, the insurance policies or compensation or profits, or the proceeds of said property, the application of awards for or the payment of any default or arrears of operation and collection, and apply the same, may determine.

12. Upon default by grantor in payment of any indebtedness secured by or in his performance of any agreement hereunder, the beneficiary may cause thereon as aforesaid, shall not cure or

13. After the trustee has completed the sale of the property and at any time thereafter, the trustee shall have the authority to foreclose this trust deed upon the property described herein, to foreclose the beneficiary or the trustee deed by recording a notice of sale in the public records of the county in which the property is located, and to sell the property at public sale, to satisfy the obligation secured by the property, and to execute and deliver to the beneficiary or the trustee deed a deed of conveyance of the property to the beneficiary or the trustee deed, as the case may be, in accordance with the provisions of the Oregon Trust Deed Act, ORS 86.735 to 86.795.

[illegible]

4. Otherwise, the sale shall be held on the date determined as provided by the court.

or in separate law. The trustee may sell said property either at the highest bidder for cash, payable at the time of sale, or parcels at the time and to which said sale may be sold, but without any covenant or warranty, by law conveying beneficial in the deed of any matters of fact shall be, express or implied thereof. Any person, excluding the trustee, his heirs and beneficiaries, may

[illegible]

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, or a person for the payment of the indebtedness. trustee may acknowledge is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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,

County of Klamath

1/21, 1985

Personally appeared the above named  
Terrance W. Roach

STATE OF OREGON, County of \_\_\_\_\_ 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)

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

(OFFICIAL  
SEAL)

Before me:

Notary Public for Oregon

My commission expires: 8/16/88

# 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. 581)

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

Terrance W. Roach

Grantor

Verne E. Bloomberg

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.

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 21st day of January, 1985, at 2:30 o'clock P.M., and recorded in book/reel/volume No. M85 on page 1211 or as fee/file/instrument/microfilm/reception No. 45249, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Tom Smith Deputy

Fee: \$9.00