Vol. MS Page, 19.85..., between

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THIS TRUST DEED, made this8thday ofMarch

RICHARD D. HANSETH and LOIS A. HANSETH, husband and wife as Grantor, ... MOUNTAIN TITLE CO. INC.

THOMAS B. CARNAHAN III & ELIZABETH A. CARNAHAN, husband & wife

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

Klemath County. Oregon. described as: as Beneficiary, inKlamath......County, Oregon, described as:

Lots 29 and 30, Block 2, TRACT 1002 LAWANDA HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TRUST DEED

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 sold and extract.

ith said real estate.

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

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;
not to commit or permit any waste of said property in good and workmanlike
commit or permit any waste of said property
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, conditions and restrictions affecting said property; if the beneficiary so requests, to
cial Code as the beneficiary may require and to pay for tiling same in the
proper public office of offices, as well as the cost of all lien searches made
by filling officers or searching agencies as may be deemed desirable by the

itions and restrictions increasing statements pursuant to the limits are in the profile or of collects as well as the cost of all lien searches made profile publishers of searching agencies as may be deemed desirable by the profile or of collects, as well as the cost of all lien searches made profile publishers of searching agencies as may be deemed desirable by the profile or of collects and such other harards as continuously maintain insurance on the buildings and an amount not less that the senticiary may from time to time written in an amount not less that the beneficiary may from time to time written in an amount not less that the profile of the beneficiary may be applied to the latter; all companies, acceptance shall be delivered to the beneficiary of the expiration of the profile of the beneficiary and the beneficiary and the beneficiary may procure the insurance policy may be applied to the beneficiary and the beneficiary and the beneficiary may procure the rinsurance policy may be applied to the beneficiary upon any, individual to the beneficiary in the beneficiary may procure the rinsurance policy may be applied to the beneficiary upon any, and option of beneficiary the enterpolication of collected, or collected under any time and experimental to the profile of default hereunder or invalidate any any termination of the profile of default hereunder or invalidate any not cure write any default or molice of default hereunder or invalidate any and the profile of the profile o

(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 franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The france in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be aptime without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, issues and prolits, including those past due and unpaid, and apply the same, issues and prolits, including those past due and unpaid, and apply the same, issues and prolits, unpaid to such rents, issues, and prolits, or the proceeds of lire and other new to the collection of such rents, issues, and prolits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or pro

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cure by paying the sentire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of not then be due had no default occurred. Any other default that is capable of obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficiary all costs of the cure with trustees and attorney's less not exceeding the amounts provided by law.

by law.

14. Otherwise, the sale ishall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcels or in sejarate parcels and shall sell the parcel or parcels at in one parcels or in sejarate parcels and shall sell the parcel or parcels at unction to the highest bidder for cash, papsable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells oursuant to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

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, inshall apply the proceeds of sale to payment of (2) to the obligation secured by the trust dead, (3) to all persons
attorney, (2) to the obligation secured by the trust dead, (3) to all persons
thaving recorded liens subsequent to the interest of their priority and (4) the
deed as their interests may appear in the order of their priority and (4) the
surplus, if any, to the grantor or to his successor in interest entitled to such
surplus.

surplus. It any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment upon any trustee herein named or appointed hereinder. Each such appointment which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not acknowledged 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 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 trust or of any 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 sovings 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 sovings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof, or an excrow 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 Mortgage in favor of Dept. of Veterans Affairs recorded February 14, 1977 and Mortgage in favor of Dept. of Veterans Affairs recorded March 8, 1985 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 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 teminine 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 camply 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 aquivalent; 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. Richard D. Hanseth (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF OREGON, STATE OF OREGON, County of..... County of Klamath V, 19 8 J Personally appeared the above named. Personally appeared Richard D. Hanseth and Loiswho, each being first A. Hanseth, husband and wife duly sworn, did say that the tormer is the..... The state of the s 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 OTA land acknowledged the toregoing instrument to be the in woluntary act and deed. Recar Public for Organ Before me: Notary Public for Oregon (OFFICIAL My commission expires: SEAL) REQUEST FOR FULL RECONVEYANCE

The spain spain process of the spain spai REQUEST FOR FULL RECONVEYANCE, Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 nen with wall real estates.

FREE THE PURPOSE UP SECURISE PERFORMANCE of each an entirety of annual letter. DATED intelles applications the transactive paradictive and or in matter and other results to the results of the paradictive and other results of the paradictive and the paradictive Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON, Sectify that the within instrument was received for record on the .8th .. day ibiy deanta, bari dns, talk one can ve s Coun y, Oregon, described, as:

Grantor HANSETH Beneficiary AFTER RECORDING RETURN TO A. Tanana (Teacher) MOUNTAIN TITLE CO. INC. THIS TRUST DEED, 16 11

SPACE RESERVED FOR

March , 19.85 , at 4:14 o'clock P.M., and recorded in book/reel/volume No.85 on page3521 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No. 46677, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk TITLE

Deputy

.....Dep

157 Fee: \$9.00

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