

49641

Vol. MS5 Page 1

19.85..., between

THIS TRUST DEED, made this

3rd.....day of

June

GARY SMITHER,

TICOR TITLE CO.

as Grantor,

CHRISTINE SMITHER,

as Beneficiary,

WITNESSETH:

CHRISTINE SMITHER,  
beneficiary,  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
of Lamath County, Oregon, described as:

in Klamath County,  
Lot 36, Yalta Gardens in the County of  
Klamath and 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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWO HUNDRED SIXTEEN DOLLARS AND FOURTEEN CENTS (\$164.00) interest thereon according to the terms of a promissory note bearing date of the 1st day of January, 1978, made by the undersigned as principal and interest hereof, in

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grant, the sum of FOUR THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND FOURTEEN CENTS (\$4,216.14) is hereby paid by grantor to the beneficiary or order and made by grantor, the final payment of principal and interest hereof, if any, on or before the 19th day of August, 1989, or upon sale.

sum of (\$4,216.14) Dollars, which the final payment of said note  
note of even date herewith, payable to beneficiary or order and made by grantor, June 3, 1989, or upon sale.  
not sooner paid, to be due and payable \_\_\_\_\_  
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, without first having obtained the written consent or approval of the beneficiary.

The date of maturity of the debt secured by this instrument is the date, stated above, or any interest thereon shall become due and payable. In the event the within described property, or any part thereof, or any interest therein, becomes conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or otherwise provided for herein, shall nevertheless become immediately due and payable.

herein, shall become immediately due and payable.

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
2. To remove or demolish any building or improvement thereon;
3. To remove or demolish any property, and workmanlike

1. To protect, preserve and maintain any building or improvement in good and workmanlike and repair; not to remove or demolish any building or improvement; not to commit or permit any waste of said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises pursuant to the Uniform Commercial Code as the beneficiary may require and to pay all filing fees in the public office or offices as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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, written in and for full value of the insured property, with loss payable to the latter; and

[illegible]

To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises, I hereby agree to execute and deliver such documents as may be required by the lender.

5. To keep said premises free from any such taxes, assessments and other taxes, assessments and promptly deliver receipts therefor against said property due or delinquent to make payment by grantor, either charges become payable by grantor, either charges payable by grantor, either premiums, liens or beneficiary with funds with which by direct payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured by this and the obligations described in paragraphs 6 and 7 of this hereby, together with the obligations arising from breach of any of the trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of the obligation herein covenants hereof and as well as the payment of the obligation herein hereinafter described, as well as the payment of the obligation herein same extent that they are bound for the payment of the obligation herein described, and all such payments shall, at the option of the beneficiary, under notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and the expenses of this trust including the costs of the trustee incurred in the enforcement of this trust deed.

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 attorney's fees actually incurred, in and defend any action or proceeding purporting to affect the interests of beneficiary or trustee; and in any suit brought by or on behalf of beneficiary or trustee may appear, including costs.

[illegible]

decree of the trial court shall adjudge reasonable and proper and the appellate court shall affirm the trial court's decision on such appeal.

[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.

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, ) ss.  
County of COOS  
June 3, 1985

Personally appeared the above named  
Gary Smither

STATE OF OREGON, County of ) ss.  
19

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 \_\_\_\_\_ voluntary act and deed.

Before me:

Christina R. Dural  
Notary Public for Oregon

My commission expires: 5-22-86

#### 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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO  
LAW OFFICES OF  
SPADY & CARLETON  
1095 ALABAMA  
P. O. BOX 38  
BANDON, OREGON 97411

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ) ss.  
County of Klamath

I certify that the within instrument was received for record on the 10th day of June, 1985, at 12:57 o'clock P.M., and recorded in book/reel/volume No. 855 on page 8611 or as fee/file/instrument/microfilm/reception No. 49641, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE  
By \_\_\_\_\_ Deputy

Fee: \$9.00