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THIS TRUST DEED, made this ______2nd.____day of July______, 1985____, between

WILLIAM R. ROSS and ARLENE ROSS, husband and wife as Grantor, MOUNTAIN TITLE CO. INC.

FOREST PRODUCTS FEDERAL CREDIT UNION

as Beneficiary,

WITNESSETH:

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

Beginning at a point which is 1,097.5 feet Northerly and 990.0 feet Easterly of the Southwest corner of the NW4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, also known as Saylor's corner; thence South 89° 58' East 65:0 feet; thence North 00° 02' East, 100.0 feet to a point on the Southerly boundary of Climax Street; thence North 89° 58' West along the Southerly boundary of Climax Street 65.0 feet; thence South 00° 02' West 100.0 feet to the point of beginning and make a track of the state where is seened got bonn in prepared to the notice to the

sold, conveyed, assigned or alienated by the grantor without list then, at the beneficiary's option, all obligations secured by this instinerin, shall become immediately due and payable.

The obove described real property is not currently used for orgicults. The obove described real property is continued to the control of the control

Jan Andrews St. F.

(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 allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge the control of the property. The grantee in any reconveyance may be described as the "person or persons agreed the control of the truthulness therein of any matters or lacts shall be continued property and the recitals therein of any matters or lacts shall be continued in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any time 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 of the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name sue or otherwise collect the rents, less costs and expenses of operation and collection, including reasonable attorless costs and expenses of operation and collection, including reasonable attorless upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other 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 of waive any default or notice of default hercunder or invalidate any act done pursuant to such notice.

insurance policies or compensation or awards for any lackness, and the application or release thereof as aforesaid, shall not cure or property, and the application or release thereof as aforesaid, shall not cure or most any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such a devent the beneficiary at his election may proceed to forecase this trust deed in equity as a mortgage or direct the trustee to forecfore this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice default and his election secured hereby whereupon the trustee shall its the motion place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement as ale, 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 default or delauits. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire 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 on the the due to the default occurred any other default that is capable of the time of the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided by law.

together with trustees and attorneys tees not exceeding the place designated in the notice of sale or the time to which said sale may 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 parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchase 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 profiled. The recitals in the deed of any matters of lact shall be conclusive profiled the trustee, but including the grantor and beneficiary, may purchase at the sale.

ine grantor and beneficiary, may purchase at the sale.

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, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) o all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests any 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. Beneliciary 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 hall be vested with all title, powers and duties pointered upon any trustee herein named or appointed hereunder. Each such appointed upon any trustee herein named or appointed hereunder. Each such appointed which, when recorded in the mortisgle records of the county or counties in which, when recorded in the mortisgle records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

or the successor trustee.

17. Trustee accepts this trust when this deed, duly executed an acknowledged is made a public record as provided by law. Trustee is re obligated to notify any party hereto of pending sale under any other deed 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.

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 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.

10153 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) -tor an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural -- purpos 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. XWilliam R. Ross * 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 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. Arlene Ross (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, STATE OF OREGON, County of. County of Klamath Personally appeared Personally appeared the above named. duly sworn, did say that the former is the. William R. Ross & Arlene Ross president and that the latter is the... Marine S. 2. secretary of a corporation, and that the seal altixed 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 acknowledged the foregoing instru-Motary Fublic for Oragon Before me: Notary Public for Oregon (OFFICIAL SEAL) Notary Funne to System & Mx commission expires: 8/16/80 My commission expires: REQUEST FOR FULL RECONVEYANCE Te be used only when obligations have been paid Trustee TO: 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 er, respondingers DATED: Beneficiary De 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 m and have assigned for a newest spender have before 1908 and the second ាត្តស្តាល់ ដូម៉ា ស្ថាត់ ២០ភូស STATE OF OREGON,
County of Klamath
Logetity that the within TRUST DEED County of Klamath (FORM No. 881) I certify that the within instrument Popular Secretary and was received for record on the 2nd day William R. & Arlene Ross July ,1985 , Oregoo, Described as Campor promotoga Brahas, bars at 10:13 o'clock A M., and recorded ast come and connece to transce. in book/reel/volume No. 1185 on page 10152 or as fee/file/instru-SPACE RESERVED Grantor Forest Products Federal Credit ment/microfilm/reception No. 50559, RECORDER'S USE Union Record of Mortgages of said County.

Beneticiary

Fee:

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO. INC.

Witness my hand and seal of

TITLE Deputy

Evelyn Biehn, County Clerk

County affixed.

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