	20074	STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204	
FORM No. 881—Oregon Trust Deed Series—TRUST DEED.	ATC 28974	Vol Mis Page 10247	À
FORM No. 881-Oregon Hold	TRUST DEED	Val MSS Page Ton Fronte	
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CERTHINS TRUST DEED, made this		A CAN DER BUTTER OF THE ACT OF THE	
CESITHIS TRUST DEED, Made Company			
Certified Mortgage Company as Grantor,W.M. Ganong T.A. Thomas & Associates		as Trustee, and	j
Grater W.M. Ganong			•
as Granior,			,
T.A. Thomas & Associates			
as Beneficiary,	WITNESSETH:	in poor lith nower of sale, the property	7
the deapts bargains, sell	s and conveys to trust	ee in trust, with power of sale, the property	
Grantor irrevocably grants, barganis, ser inKlamathCounty, Orego	on, described as:	 Optimization (1996) Optimization (1996)<	
inKlamatli		Addition to the City of and a good and a good a goo	
Lots 18,19,20, and 21 in Blo	ck 18, Indusciiai	eqon. rescuel of	
Lots 18,19,20, and 21 in BLO Klamath Falls, County of Kla	math, State of or	STATE OF ORKCOM	
TRUST DEED			
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		And States	
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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all tixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

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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.

wid, timber of grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any casement or creating any restriction thereon; (c) join in any granting any casement or creating any restriction thereon; (c) join in any granting any casement or creating any restriction thereon; (d) reconvey and the recitals therein of any matters of lates shall leadly entitled thereto, and the recitals therein of any matters or lates shall leadly entitled thereto, and the recitals therein of any matters or lates shall leadly entitled thereto, and the recital there of any matters or lates shall lead to any matters or lates shall lead to be accurate the any delault by from by agent or by a receiver to the approximation or other dy are recital to the adequase of any security for pointed by a court, and without order upon and take possession of said property. The indebtedness hereby secured horeby, and in such order as here or any part thereot, in its own name sue or othervise collect the rame, issues and profits, including those past due and unpid, and apply the armorizes costs and expenses of open and taking possession of said property, the following the splication or arards for any taking or damage of the proverse any delault by frainto in payment of any taking or damage of the restriction of such tents, issues and profits, or the proceeds of life and other on property, and the application or clease thereol as aloresaid, shall not cure or provery, and the application of any afterment hereunder, the beneficiary may declared by rainto in pay afterment hereunder, the beneficiary may declare all sums secured hereby immediated due and payable. In such and event the beneficiary of the state ded were the beneficiary the insection the such and proceed to loreclose this trust deed in the beneficiary the said derive there be and car

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 foreclosure by advertisement and 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 persons op privileged by ORS 86.753, may cure sale, the grantor or any other persons op privileged by ORS 86.753. The default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by pas would not then be due had no default occurred. Any other default that is under the being cured my be cured by tendering the performance required under the default or obligation or trust deed. In any case, in addition to curing the default or obligation or trust deed. In enforcing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed and expenses actually incurred in enforcing the obligation of the trust deed and together with trustee's and attorney's lees not exceeding the amounts provided by law. 14. Otherwise the sale shell he held on the date and at the time and

and expenses actuality incurtive responses to the exceeding the amounts provided together with trustees and attorney's tees not exceeding the amounts provided by law 14. Otherwise, the sale shall 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 be postponed as provided by law. The trustee may sell said property either auction to the highest bidder for cash, payable at the time of sale. Trustee auction to the highest bidder for cash, payable at the time of sale. Trustee all 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 im the field. The recitals in the deed of any matters of fact shall be conclusive proof of the truthluiness thereol. Any person, excluding the trustee, but including of the frantor and beneficiary, may purchase at the sale.

the 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, in-cluding the concerneds of sale to payment of (1) the expenses of sale, in-cluding the concerned of the trustee and a reasonable charder by trustee's attorney. (2) to all persons attorney. (2) to all persons attorney. (2) to liens subsequent to the interest of their priority and (4) the deed as their interest may appear in the order of their priority and (4) the surplus. 16. Beneficiary may trees time

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 succes-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance duties conferred trustee, the latter shall be vested with all title, power and subdition any trustee stein named or appointed hereunder. Each such appointment upon any trustee hall be mode by written instrument executed by beneficiary, and subdition conded in the mortfage records of the county or counties in which, when records is situated, shall be conclusive proof of proper appointment of the successor trustee.

of 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 a obligated to notily any party hereto of pending sale under any other deed trust or of any action or proceeding in which frantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

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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 10248 and that he will warrant and forever detend 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- to grantor's porsonal, tamily, household, or agricultural purposes (see Important Notice below), (b) tor an organization, or (even it 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, execu-fors, 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 baneficiary 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 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 of the purchase of a dwelling; use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Certified Mortgage Company Richard A Marlat lif the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of STATE OF OREGON, County of Klamath July 2 .., 19 Personally appeared ...Richard Marlatt ...) se .. Personally appeared the above named duly sworn, did say that the former is the Corporate president and that the latter is the secretary of Certified Mortgage Company

To be used only when obligations have been poid. ., Trustee 412243

and acknowledged the foregoing instru-

....voluntary act and deed.

ment to be.

(OFFICIAL SEAL)

TO:

Before me:

Notary Public for Oregon

My commission expires:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said the undersigned is the legal owner and noticer of all indeprediets secured by the foregoing trust deed, All sums secured by such 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 trust deed nave been tuny paid and satisfied. Lou nereby 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 said trust deed or pursuant to statute, to cancel all evidences or indeptedness 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 ERFORMANCE OF DATED: earl atterained of thereit

and each o and deed. Before me:

REQUEST FOR FULL RECONVEYANCE

Notary Public for Oregon

My commission expires:

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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 behalt of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its youndary act.

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ir destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. Beneficiary TRUST DEED (FORM No. 881) STATE OF OREGON, Klamath 13 Juques ray Erry Lertify that the within instrument Č was received for record on the 2nd day deschard sou July , 19.85 and character o'clock ^P M., and recorded Grantor SPACE RESERVED FOR page 10247 or as fee/file/instru-ment/microfilm/reception No. 50611 RECORDER'S USE Record of Mortgages of said County. Beneficiary AFTER RECORDING RETURN TO Witness my hand and seal of CERTIFIED MORTGAGE CO. County affixed. 803 MAIN SUITE 103 n, to de Evelyn Bichn, County Clerk KLAMATH FALLS, OR 97601-6040 127234 usual Deco TITLE By 1 Deputy Fee:

\$9.00