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19 85, ^{FILE} between

as Beneficiary,

as Trustee, and

WITNESSETH,
and certifyeth

REGISTRATION NO. 6811
LKNOL DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-SEVEN HUNDRED DOLLARS (2,700.00) NO/100

comes due and payable. In the event the within described property, or any part thereof, or any interest therein, shall become, by grant or made by grantor, the final payment of principal and interest hereof, it shall be due and payable on or before OCTOBER 29, 1986.

1. To protect, preserve and maintain said property in good condition and to remove or demolish any building or improvement thereon;

2. To complete, or restore, said property, or improvement thereon; or
to alter, add to, improve, or otherwise change, or to cause 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 desires, in executing such financing statement, if the beneficiary so desires.
Code as amended.

(c) The power conferred upon the trustee by this article shall include the authority to execute any deed or conveyance, mortgage, lease, license, easement or other agreement affecting any map or plat of said property; (d) reconvey, without warranty, all or any part of the property, if legally entitled thereby, to the person or persons named in the deed or mortgage, and the recitals herein as the "person or persons services mentioned in the deed or mortgage."

4. To provide and continuously maintain insurance on the buildings owned by or hereafter erected on the said premises against loss or damage by fire, theft or other hazards at the expense of the beneficiary from time to time require, in amount not less than \$ _____ value

11. The entering upon and taking possession of said property, the insurance policies or compensation or awards for any taking of said property, and the application of the proceeds of said property and other

[illegible]

or waive any defense or notice of default hereunder or invalidate any assignment its and other charges that may be levied or assessed upon or become past due or delinquent and assessments and penalties shall

declared all sums secured hereby immediately and payable. In such an event the beneficiary may proceed to foreclose this trust deed by execution and sale. In the latter event the beneficiary, the trustee shall hereby whereafter the written notice of default.

to sell the said described real property to satisfy the obligation secured thereby whereupon the trustee shall fix the time and 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.

13. After the trustee has commenced foreclosure to

[illegible][illegible]

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 and the trustee may sell said land in one parcel or in separate parcels and the trustee may sell said land by auction to the highest bidder.

[illegible]

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to the payment of (1) the expenses of sale, including the compensation of the trustee and (2) the expenses of sale, including recording fees, to the obligation secured by the mortgage and a reasonable charge thereon.

15. Beneficiary may from time to time to

costs, expenses and attorney's fees of the amount required for such proceedings, shall be paid to beneficiary and trial and appellate courts, necessarily paid and attorney's fees, by; and grantor agrees to incur the indebtedness such instruments as shall, in its own expense, to take

16. Trustee agrees, at its own expense, to take such actions promptly upon beneficiary's request, to pay the principal and interest of its fees and from time to time upon written request of beneficiary (in case of full reconveyance, for cancellation), without obligation of any person for the payment of the same.

any person for the payment of the indebtedness, trustee may be deemed to have accepted the trust when this trust was 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.

state, its subsidiaries, affiliates; agents or branches; the United States or any agency thereof; a title insurance company authorized to insure title to real estate, 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 the Oregon State Bar, a bank, trust company
...a title insurance company authorized to insure title to real
...or an escrow agent licensed under ORS 696.503 to 696.585.

... of an escrow agent licensed under ORS 696.505 to 696.585.

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The grantor, hereinafter, 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) 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 beneficiary MUST comply with the Truth-in-Lending Act and Regulation Z, the 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

OCTOBER 29, 1985

Personally appeared the above named:

CORALIE C. NELSON AND

JOHN WADE NELSON, BY CORALIE

C. NELSON, HIS ATTORNEY IN FACT

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

(OFFICIAL SEAL)

ANNE LOUISE SPROUL
NOTARY PUBLIC - OREGON
My Commission Expires 8-21-89

Before me: *[Signature]*
Notary Public for Oregon
My commission expires: _____

(OFFICIAL SEAL)

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: _____

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 PUBL. CO., PORTLAND, ORE.

CORALIE C. NELSON AND
JOHN WADE NELSON

Grantor

CERTIFIED MORTGAGE COMPANY WOULD
BENEFICIARY

AFTER RECORDING RETURN TO

THIS TRUST DEED made by
CERTIFIED MORTGAGE CO.
803 MAIN, SUITE 103
KLAMATH FALLS, OR 97601-0046

STATE OF OREGON, Klamath } ss.
County of _____

I certify that the within instrument was received for record on the 1st day of November, 1985, at 11:34 o'clock A.M., and recorded in book/reel/volume No. M85 on page 17793 or as fee/file/instrument/microfilm/reception No. 25007.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
By *[Signature]* Deputy

Fee: \$9.00