

TRUST DEED

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18866

55602
 903 1000 403 Aspen 28839
 CERTIFIED WORKFORCE CO.
 THIS TRUST DEED, made this

10th day of ...NOVEMBER...

1985, between

THIS TRUST DEED, made this _____ day of _____, 19____,

by **CHARLES E. HARRIS**,
WILLIAM M. GANONG,
as Grantor,
CERTIFIED MORTGAGE COMPANY, an Oregon Corporation, as Trustee, and

as Beneficiary,

WITNESSETH:

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
KLAMATH County, Oregon, described as:
in the County of Klamath, State of Oregon.

LOT 39, LAKESHORE GARDENS,

1603W 45 6317
LNU2L 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 said real estate.

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

_____ interest thereon according to the terms of a promissory note made by _____ principal and interest hereof, in

FOR THE PURPOSE OF SECURING PERFORMANCE OF each of the above described obligations, now or hereafter appertaining, the sum of (\$16,000.00) Dollars, with interest thereon according to the terms of a promissory note with said real estate. NO/100----- the final payment of principal and interest hereof, if sum of SIXTEEN THOUSAND _____, beneficiary or order and made by grantor, to 10 92 the final installment of said note.

sum of \$16,000.00 NO 100 SIXTEEN THOUSAND note of even date herewith, payable to beneficiary or order and made by grantor, the final payment not sooner paid, to be due and payable NOVEMBER 18th, 1992 on which the final installment of said note mat., date of maturity of the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be without first having obtained the written consent or approval of the beneficiary, or representative of the maturity dates expressed therein, or

The date of maturity of the debt secured by the above described property, or if the debt is not sooner paid, to be payable on demand, shall be the date when the property described herein becomes due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust, the trustee shall:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of said property.
2. To complete or restore promptly in good and workmanlike manner any improvement which may be constructed, damaged or destroyed thereon.

not to commit per permit any to restore promptly and to be constructed, damaged or destroyed thereon, and pay when due all assessments, regulations, covenants, conditions and restrictions affecting said premises; if the beneficiary, or Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper 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, and to continuously maintain insurance on the building and premises against loss or damage by fire, theft, and other causes, and to time require, in

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including title search as well as the other costs and expenses of the trustee in enforcing this obligation and trustee's and attorney's fees actually incurred in and defend any action or proceeding purporting to affect the beneficial interest of the beneficiary or trustee; and in any suit, action or proceeding brought by or for the benefit of the beneficiary or trustee, including reasonable attorneys' fees.

[illegible][illegible]

(a) consent to the making of any map or plat of said property; (b) join in any easement or creating any restriction thereon; (c) join in any charge granting any or other agreement affecting in any way the property, the subordinating or other agreement, any, all or any part of the person or persons thereafter entitled to the same; (d) reconvey, may be described as any matters or facts shall constitute a reconveyance and the recitals thereof. Trustee's fees for any of the legally entitled thereof of the truthfulness thereof, be not less than \$5.

be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph hereunder, beneficiary may at any time, from any default by grantor hereunder, by agent or by a receiver to be appointed by the court, may be described as any matters or facts shall constitute a reconveyance and the recitals thereof. Trustee's fees for any of the legally entitled thereof of the truthfulness thereof, be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds or damage of the insurance policies or compensations or awards for any tort or damage to the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor 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 an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice to sell the said described real property to satisfy the obligation secured hereby as then required by law and proceed to foreclose this trust deed by advertisement and sale.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated provided by law. The trustee may sell said property or parcels thereof in one or more parcels and shall sell the parcel or parcels so designated in one parcel or in separate parcels and shall sell the parcel or parcels so designated at the highest bidder for cash, payable at the time by law conducted by the trustee, and without any covenant or warranty, express or implied, to deliver to the purchaser, and without any covenant or warranty, express or implied, the property so sold, and without any matters of warranty, express or implied. The recitals thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to receive the principal or income of the trust, or to any successor trustee appointed by or to any trustee named herein or to any successor trustee appointed by or to any trustee named hereunder. Upon such appointment, and without powers and duties of the trustee, the latter shall be vested with all powers hereunder. Each such appointment of a trustee herein named or appointed hereunder, except by the court or by the trustee, shall be made by a written instrument executed by the donor or co-donor and by the trustee, 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 trustee.

[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 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.

1380A

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: Deplete, 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 disclosures for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Neiss 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-Neiss Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

Charles E. Harris
CHARLES E. HARRIS

STATE OF OREGON

County of Klamath
November 18th, 1985

Personally appeared the above named
CHARLES E. HARRIS

STATE OF OREGON, County of

Personally appeared

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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

and acknowledged the foregoing instrument to be

(OFFICIAL SEAL)

Before me:
Notary Public for Oregon
My commission expires: 8-21-89

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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

TRUST DEED

(FORM No. 881)
STEVENS-NEISS LAW PUB. CO., PORTLAND, ORE.

CHARLES E. HARRIS

Grantor

CERTIFIED MORTGAGE

Beneficiary

AFTER RECORDING RETURN TO

1112 18021 DEED

803 MAIN (SUITE 103)

KLAMATH FALLS, OR 97601-0000

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 20th day of November, 1985, at 3:51 o'clock P.M., and recorded in book/roll/volume No. 485 on page 18866 or as fee/file/instrument/microfilm/reception No. 55602. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By: [Signature] Deputy

18021 DEED
Fee: \$9.00