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WILLIAM M. GANONG

WITNESSES

1st of Lot 5 and 6 in Block 22

County Clerk of Klamath County, Oregon.

SECRET

[illegible]

TEN THOUSAND NO/10

1993

property is not to be used for agricultural, lumber or grazing purposes.

... (d) recover, without warranty, all or any part of the property. The

...to the person or persons named in the certificate, beneficiary may at any time, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of any or any part thereof, in its own name and for its own use and benefit and

11 The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the exercise of any insurance policies or coverage under any contract of reinsurance, shall constitute an act of terrorism, and in such order as bene-

any act done

the trustee shall hereby whereupon the trustee shall his time and place of sale, give notice as then required by law and proceed to sell the same provided it may be so ordered by the court.

any class person so privileged by ORS 86.753, may cure the default consisting of a failure to pay, when due.

trustee's and attorney's fees not exceeding 4% of the amount actually incurred in enforcing the obligation of the trust deed.

the highest or lowest bid shall be the basis for the award of the contract. The bidder who is awarded the contract shall deliver to the purchaser in cash, payable at the time of sale, the property he sold, but without interest, and shall deliver to the purchaser the parcel or parcels at the highest bidder for cash, payable at the time of sale. Trustee

10. If the Trustee is unable to pay such sum to the applicant, the Trustee shall, at the discretion of the Trustee, pay such sum to the applicant or to the beneficiary of the Trustee's estate.

16. Secondary they from time to time appoint a successor as they trustee named herein or to any

...as recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper recording of the instrument.

[illegible]

under OIS 696.503 to 696.585.

The grantor, **ESLIE M. DAVIS**, of legal age, single, and of sound mind, 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 for a natural person, for business or commercial purposes other than agricultural purposes.

This deed applies to, binds 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 security interest created hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the singular gender includes the masculine and the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Esle M. Davis
ESLIE M. DAVIS

NOTICE: Before, by taking and, whether voluntarily (a) or (b), not voluntarily, if necessary, in the applicable and the beneficiary is a creditor, beneficiary, or lender, the grantor, by executing and recording this deed, is creating a security interest in the property described in the deed to secure the loan represented by the above described note and this trust deed. 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 for a natural person, for business or commercial purposes other than agricultural purposes.

STATE OF OREGON, County of Klamath
MARCH 14th 1986

Personally appeared the above named **ESLIE M. DAVIS**

STATE OF OREGON, County of Klamath
MARCH 14th 1986

Personally appeared **ESLIE M. DAVIS**

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 **1986**

(OFFICIAL SEAL)

NOTARY PUBLIC, OREGON
MARCH 14th 1986

RECEIVED FOR FULL RECONVYANCE

TO: The undersigned is the legal owner and holder of a deed that have been fully paid and satisfied. You hereby acknowledge and warrant to the lender, to transfer all interest in the property described in the deed to the lender, to the parties designated by the terms of said trust deed, the

Beneficiary

TRUST DEED

ESLIE M. DAVIS
Grantor

CERTIFIED MORTGAGE COMPANY
Beneficiary
**608 MAIN STREET
KLAMATH FALLS, OR 97601-1048**

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the **18th** day of **March**, 19 **86**, at **9:00** o'clock **A.M.**, and recorded in book/reel/volume No. **M86** on page **4489** or as fee/file/instrument/microfilm/reception No. **59286** Record of Mortgages of said County. Witness my hand and seal of County affixed.

Erlynn Biehn, County Clerk
By *Erlynn Biehn* Deputy

Fee: \$9.00