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STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97201

**THIS TRUST DEED**

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Page 3371

19-86, between

as Grantor, Thomas C. Howser, Attorney at Law  
C.L. McLaughlin

C.L. McLaughlin

as Beneficiary,

Grantor irrevocable  
in Klamath

**WITNESSETH:**

County, Oregon, described as

Lot 28 of Block 1, Klamath Country, in the County of Klamath,  
State of Oregon, as shown on Map filed in Book 20, Page 6 of  
Maps, in the Office of the County Recorder of said County.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto now or hereafter appertaining, and the rents, issues and profits thereof and all other rights pertaining with said real estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at New York City, this 10th day of May, 1967.

FOR THE SELLER:

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Ten Thousand Two Hundred Two Dollars and 45/100 \_\_\_\_\_

note, of even date herewith, payable to beneficiary or order, and made by grantor, the final payment of principal and interest hereon if not sooner paid; to be due, and payable June 19, 1993.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable, in full, upon the occurrence of such sale.

The above described real property is not currently used for agricultural, timber, or other purposes.

To protect the security of this trust, the property shall be used for agricultural, timber, or other purposes.

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

1. To protect the security of this trust deed, grantor agrees:  
and repair; not to remove or demolish said property in good condition  
not to commit or permit any waste of said property.

2. To complete or restore promptly, and in good and workmanlike manner any building or improvement thereon, destroyed or damaged by fire, explosion, flood, or other cause, and pay when due all costs incurred therefor;

...to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to obtain in executing such financing statements pursuant to the 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 in the proper filing offices or searching agencies as may be deemed necessary by the beneficiary.

4. To provide and continuously maintain insurance on the buildings owned or hereafter erected on the said premises against loss or damage by fire or such other hazards as the beneficiary may from time to time require, the amount not less than \$\_\_\_\_\_ the beneficiary shall deliver to the beneficiary, payable to the beneficiary, with loss payable to the latter, all policies of insurance, shall be delivered to the beneficiary as soon as secured, and the grantor shall deliver to the beneficiary as soon as secured, all policies of insurance now or hereafter issued on said buildings, and the beneficiary may procure the same at grantor's expense. The amount of any indebtedness secured hereby and in such order as the beneficiary determines, or at option of beneficiary, the entire amount so collected therefor, may be released to grantor.

part thereof, may be released to beneficiary the entire amount so collected, or cure or waive any default or notice of default hereunder or invalidate any

ns, assessments and other charges that may be levied or assessed upon or become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of such taxes, assessments and other insurance premiums, the

such payment, beneficiary may, at its option, make payment of the amount so paid, with interest at the rate of \_\_\_\_\_ per annum, together with all

ne amount so paid, with interest at the rate set forth in the note secured by deed, shall be added to and become a part of the debt secured by this deed, without waiver of any rights arising from hereof and for such payment herein.

waiver of any rights arising from breach of this  
hereinbefore described, as well as the grantor, shall be bound to the  
extent that they are bound for the payment of the obligation here-  
under, and all such payments shall be immediately

(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 affecting this deed; or (d) reconvey, without warranty, all or any part of the lien or charge granted; (e) any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any map or plat shall be conclusive proof of the truthfulness of the "person or persons" services mentioned in the recitals of any map or plat.

10 Upon any default by grantor hereunder, beneficiary may at any time institute a suit in equity to enforce the provisions of this paragraph, and the recitals thereof. True bills for any of the foregoing may be filed in any court of competent jurisdiction, and the costs of such suit shall be paid by the grantor.

14. The entering upon and taking possession of said property, the exercise of said powers, policies or compensation or awards for and the proceeds of fire and other insurance, and the application or release thereof as aforesaid, shall not cure or discharge the default, or notice of default hereunder or invalidate the assumption to such notice.

[illegible]

13. Alter the trustee has commenced foreclosure by this deed in and at any time prior to 5 days before the date the trustee conducts the sale or forecloses, the trustee shall have the right to cure the default or defaults of the trust. The default consists of a failure to pay, when due, any amount due at the time of the default or any other default, when due, which has no default occurred, other than such portion as would be cured may be cured by tendering the other default that is payable in full or trust deed. In any case, in addition to the cure of the default or defaults, the person effecting the cure shall pay to the beneficiary all costs actually incurred in enforcing the obligation of the beneficiary to the trustee and attorney's fees.

[illegible]

15. When Trustee sells pursuant to the powers provided herein, trustee shall compensate the sale to payment of (1) the expenses of sale, incurred by (2) the obligation secured by a reasonable, (3) by trustee's subsequent to the interest of the trust, (4) to the persons all any, to the grantor of, in the order of the trustee in the first

5. Beneficiary may from time to time appoint a successor or successors, named herein or to any successor trustee appointed hereunder, and without conveyance of trust property named or appointed hereunder. Each such appointment shall be made by written instrument signed by beneficiary, recorded in the mortgage records of the county in which the property is situated, shall be filed in the records of the county in which the property is situated, and shall be filed in the records of the county in which the property is situated.

Trustee accepts this trust when this deed, duly executed and recorded, shall be a public record as provided by law. Trustee is not to notify any party hereto of pending sale under any other deed of any action or proceeding in which grantor, beneficiary or trustee of the property is a party unless such action or proceeding is brought by or for the benefit of the beneficiary or trustee of the property.

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.

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 or household purposes (see Important Notice below).

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

James H. Thompson

\* 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 use Stevens-Ness Form No. 1319; or equivalent. If compliance with the Act is not required disregard this notice.

CALIFORNIA  
STATE OF OREGON  
County of SONOMA  
This instrument was acknowledged before me on Nov. 17, 1988, by JAMES H. THOMPSON

STATE OF OREGON  
County of Klamath  
This instrument was acknowledged before me on 1988, by JAMES H. THOMPSON

OFFICIAL SEAL  
E. G. DAHL  
Notary Public-California  
SONOMA COUNTY  
My Comm. Exp. Aug. 24, 1989

OFFICIAL SEAL  
E. G. DAHL  
Notary Public-California  
SONOMA COUNTY  
My Comm. Exp. Aug. 24, 1989

REQUEST FOR FULL RECONVEYANCE  
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: Nov. 17, 1988

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. 801  
STEVENS-NESS LAW PUBL. CO., PORTLAND, ORE. 97208

GRANTOR: C. P. McNamee  
BENEFICIARY: C. P. McNamee

AFTER RECORDING RETURN TO: C. P. McNamee, 1203 Palmdale, Ca 91263

FILED FOR RECORDING: Nov 17 1988  
RECORDED: Nov 17 1988  
FEE: \$9.00

STATE OF OREGON, County of Klamath  
I certify that the within instrument was received for record on the 3rd day of March, 1987, at 11:39 o'clock A.M., and recorded in book/reel/volume No. M87 on page 3371 or as fee/file/instrument/microfilm/reception No. 71922, Record of Mortgages of said County.

Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
NAME: Evelyn Biehn, TITLE: Deputy