

73466

9th ..... day of ..... April

Klamath County Title Company, as Trustee,  
as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys unto  
Klamath County, Oregon, described as:

CONSUMER PACKAGE LICENSE

LIBRARY DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor for which sum the grantor has said real estate, \$455.57

sum of \$ 433.31  
ing rate 18.00 %

and then to unpaid principal; prepayment of said note in full or in part may be made at any time.

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

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

2. To complete or restore promptly and in proper manner any building or improvement which may be constructed, damaged or destroyed by fire, flood, wind, or other cause, and pay when due all costs incurred therefor.

proper public office or offices.

intended coverage in an amount not less than \$ 20,000.00, payable to the beneficiary, with loss payable to the beneficiary, with all policies of insurance

latter and to grantor as their interests may appear; all policies shall be delivered to the beneficiary as soon as insured; if the grantor shall fail to procure such insurance and to deliver said policies to the beneficiary, the grantor shall be liable for the amount of any policy of insurance which the beneficiary may procure.

beneficiary at least fifteen days prior to the expiration of the term of the lease, the beneficiary may procure a new lease for the same premises. Grantor hereby authorizes and directs beneficiary to execute any and all documents necessary to carry out the foregoing.

and deduct the amounts so actually paid from the proceeds of the policy may be applied to the payment of the amounts secured hereby and in such order as beneficiary may desire.

release shall not cure or waive any default or notice of default hereunder. Should the grantor fail so to act pursuant to such notice, the beneficiary may pay

5. To keep said premises free from construction liens and to pay

6. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee.

7. In the event that any portion of all or said property shall be required to be sold or otherwise disposed of under the right of eminent domain, beneficiary shall have the right, but all or any portion of the monies payable as compensation for such taking shall be paid to the beneficiary of the amount required for such taking.

[illegible]

8. At any time and from time to time the trustee may (a) consent to the full reconveyance, for cancellation, without affecting the liability of an indebtedness, trustee may (a) consent to the

agreement affecting this deed or the lien or charge thereon.  
without warranty, all or any part of the property. The grantee in any  
the "person or persons legally entitled th

9. Upon any default by grantor hereunder, beneficiary without notice, either in person, by agent or by a court appointed receiver, shall have the right to take such action as may be deemed appropriate for the adequacy of any security for the indebtedness.

NOTE: The Trust Deed Act provides that the trustee hereunder, savings and loan association authorized to do business under the laws of the State of California, its subsidiaries, affiliates, agents or branches, the

For a Mortgage to Consumer Finance Licensee, see Stevens 110

10. The entering upon and taking possession of said property, the collection of rents and profits, or the proceeds of insurance policies on said property, and the sale of the property, and the

11. Upon default by grantor in payment of any indebtedness secured by this agreement hereunder or invalidate any act done pursuant to such agreement hereunder, the beneficiary may, at its option, demand and receive the sum of \$100,000.00, plus interest thereon at the rate of 12% per annum, payable. In such a

event the beneficiary at his election may foreclose this trust in equity as a mortgage or direct the trustee to foreclose this trust in equity as a mortgage or direct the trustee to foreclose this trust in equity as a mortgage or direct the trustee to foreclose this trust in equity as a mortgage and sale. In the latter event the beneficiary or the trustee shall give his written notice of default and his election secured hereby.

whereupon the trustee shall fix the time and place for the sale of the property as then required by law and proceed to foreclose this trust deed in the manner provided by law.

sale, the grantor or any other person so privileged. If the default consists of a failure to pay, which the default or defaults. If the default may be cured by paying the debt by the trust deed, the default may be cured other than such portion as was capable of being paid by the trust deed.

being cured may be cured by tendering the person the obligation or trust deed. In any case, in addition to curing the beneficiary all c

13. Otherwise, the sale shall be held on the date and at the time or the time to which said sale is adjourned, and the trustee may sell said property by law.

in one parcel or in separate parcels, to be sold at public auction to the highest bidder for cash, payable at the time of sale, shall deliver to the purchaser its deed in form as required by law conveying the premises sold, without any covenant or warranty, express or implied, and the fact that this deed shall be conclusive.

14. When trustee sells pursuant to the powers provided herein, the grantor and beneficiary, may purchase at the sale.

d to  
d or  
l ap-  
cluding the  
attorney, (2) to the obligation secured by,  
having recorded liens subsequent to the interest of the trustee and  
their interests may appear in the order of their priority and

15. Beneficiary may from time to time appoint or designate one or more successors to any trustee named herein or to any successor trustee appointed by him, such appointment, and without conveyance to the appointee, shall be made with all title, powers and duties conferred upon the trustee with such appointment.

and substitution shall be made by written instrument, which, when recorded in the mortgage records of the county of Cook in which the property is situated, shall be conclusive proof of proper application of the proceeds of the sale of the property.

acknowledged is made a public record as a party hereto of pending sale under any other  
obligated to notify any or proceeding in which grantor, beneficiary or  
of any action or proceeding is brought by trustee

whether an attorney, who is an active member of the Oregon State Bar, a bank, insurance company authorized to insure title in the United States, a title insurance company authorized to insure title in the United States, or an escrow agency licensed under ORS

951.

For a Mortgage to Consumer Finance Licensee, see Stevens-14655, Form

The grantor acknowledges receipt at the time the above loan was made of a statement in the English language relative to the loan as required by ORS 725.360 and by Section 10.100 of the Oregon Administrative Rules.

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, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.

*Ora Mie Eberlein*

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 should make the required disclosures.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON, )  
County of Klamath ) ss.

Personally appeared the above named

*Ora Mie Eberlein*

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

(OFFICIAL SEAL)

*Thomas Moore*  
Notary Public for Oregon

My commission expires: 4/23/90

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the later is the secretary of \_\_\_\_\_

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said 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:

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

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 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: \_\_\_\_\_, 19\_\_\_\_

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

TO  
CONSUMER FINANCE LICENSEE  
FORM No. 946)

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

Ora Mie Eberlein

Motor Investment Company

Beneficiary

AFTER RECORDING RETURN TO  
Motor Investment Company  
531 S. 6th PO Box 309  
Klamath Falls, Or. 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, )  
County of Klamath ) ss.

I certify that the within instrument was received for record on the 14th day of April, 1987, at 2:09 o'clock PM, and recorded in book/reel/volume No. 187 on page 6289 or as document/fee/file/instrument/microfilm No. 73466. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

By *Pam Smith* Deputy

Fee: \$9.00