

83948

Vol. m88 Page

1988, between

5
OPEZ

GEORGE L. ROBINSON
HUSBAND AND WIFE.

as Beneficiary,

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in CLATSOP County, Oregon, described as:
according to the official

Lot 16, Block 5, TRACT NO. 1025, WINCHESTER, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE

UNPAID AND 22 100 00 thereon according to the terms of a promissory note and interest hereof, in

[illegible]

note of even date herewith, payable to beneficiary or order and

not sooner paid, to be due and payable July 5, 1971, on which the final instrument

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final instrument 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, 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.

herein, these described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any

ANY easement, or creating any restriction thereon; (c) join in any

any agent, affecting this deed or any part of the property. The

[illegible][illegible][illegible][illegible]

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without further action by the beneficiary, the last such appointment shall be deemed to constitute the appointment of the successor trustee, the trustee herein named or appointed by the beneficiary shall be deemed to have been removed and the successor trustee shall be deemed to have been appointed. The trustee herein named or appointed by the beneficiary shall be deemed to have been removed and the successor trustee shall be deemed to have been appointed. The trustee herein named or appointed by the beneficiary shall be deemed to have been removed and the successor trustee shall be deemed to have been appointed.

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 or 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.

fully 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 pledgees, 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, 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
July 5, 1988
Personally appeared the above named Daniel Lopez
and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me, Barbara J. Truitt
Notary Public for Oregon
(My commission expires 6-16-92)

STATE OF OREGON, County of 19
Personally appeared and
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 6-16-92)

TO: 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 [Name of Trustee].

DATED: July 5, 1988
Beniciary
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 PUB. CO., PORTLAND, ORE.

GRANTOR
GEORGE L. ROBINSON JR.
LOIS ROBINSON

BENEFICIARY
LOIS ROBINSON

AFTER RECORDING RETURN TO
LHS 18021 DEED made up
MX #5833

STATE OF OREGON
County of Klamath

I certify that the within instrument was received for record on the 6th day of July, 1988, at 8:49 o'clock A.M., and recorded in book/reel/volume No. M88 on page 10514 or as document/fee/file/instrument/microfilm No. 88918.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.
Evelyn Biehn
County Clerk
By Daniel M. Moller Deputy

Fee \$13.00