

89563

88-14534

Vol mss Page 11736

THIS TRUST DEED, made this 4th day of July, 1988, between C.A. Greig & Juanita M. Greig, husband & wife, Key Title Company, and Monty R. Moore & Lauretta F. Moore, husband & wife, 166 - 1349

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: Lot Eighteen (18), Block Four (4), FIRST ADDITION TAG WAGON TRAIL ACREAGES NUMBER ONE.

LB02L 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 sum of Three thousand nine hundred & 00/100 (\$3,900.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable July 8, 1996.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note 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 hereinafter become immediately due and payable.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon, nor to commit or permit any waste of said property, nor to alter, change, modify, destroy, remove or in any way impair the value of said property, nor to encumber, mortgage, lease, convey, assign, alienate, or otherwise dispose of said property, nor to execute any deed, mortgage, lease, conveyance, assignment, or other instrument, which may in any way impair the value of said property, or which may in any way interfere with the performance of the obligations secured by this instrument.

2. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property, and to pay for the same, including but not limited to, taxes, assessments, and other charges, and to pay for the same, including but not limited to, taxes, assessments, and other charges, and to pay for the same, including but not limited to, taxes, assessments, and other charges.

3. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less than the full replacement value of the property, and to pay for the same, including but not limited to, taxes, assessments, and other charges.

4. To keep said premises free from construction liens and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments, and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary.

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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, or the United States or any agency thereof.

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: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act 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 Linn

July 5, 1988

Personally appeared the above named

and acknowledged the foregoing instrument to be

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

Commission expires 9/16/91

My commission expires:

REQUEST FOR FULL RECONVEYANCE

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.

C.A. Greig

29469 Abraham Drive

Halsey, Or 97348

Grantor

Monty R. Moore

2005 N. Eastside

Olympia, Wa. 98506

Beneficiary

AFTER RECORDING RETURN TO

Monty R. Moore

2005 N. Eastside

Olympia, Wa. 98506

Fee \$13.00

STATE OF OREGON, County of

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Personally appeared

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 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 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

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Olympia, Wa. 98506

Fee \$13.00

STATE OF OREGON

County of Klamath

I certify that the within instrument

was received for record on the

22nd day of July, 1988,

at 12:27 o'clock P.M., and recorded

in book M88 on page 11736 or

as file/reel number 89563

Record of Mortgages of said County

Witness my hand and seal of

County affixed.

Evelyn Biehn

County Clerk

Title

By Carolene McClelland Deputy

Fee \$13.00