

as Beneficiary,  
Dennis P. Rotherham and Mabel C. Rotherham, husband and wife

Lot 18 YALTA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3909 002RD 0000

now or hereafter appertaining, and the rents, issues and profits thereof, together with all other rights and advantages in anywise connected therewith, shall be held by said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SEVEN THOUSAND ONE HUNDRED THREE AND 42/100 Dollars, with interest thereon according to the terms of a promissory note executed by said grantors to said grantee, dated the 1st day of January, 1978, the principal amount of which is stated as \$7,103.42, and interest thereon at the rate of ten percent per annum from the date of execution thereof, until paid in full, and

note of even date herewith, payable to beneficiary or order and name of \_\_\_\_\_ as per terms of note, 19\_\_\_\_\_.  
not sooner paid; to be due and payable \_\_\_\_\_ on which the final installment of said note  
the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
is due, and no interest thereon shall be payable by the beneficiary or order of the beneficiary.

herein, shall become immediately due and payable.

I. To protect, preserve and maintain said property and repair; not to remove or demolish any building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon;

4. To provide and continuously maintain insurance on the buildings against loss or damage by fire

[illegible]

act done pursuant to such notice. The said premises free from construction liens and to pay all remedy, either at law or in equity, the beneficiary by advertisement and sale, the beneficiary elects to foreclose by advertisement and sale, the beneficiary elects to be recorded his written notice of delin-

13. After the trustee has commenced foreclosure by advertisement in the manner provided in ORS 86.735 to 86.743, notice thereof as provided in ORS 86.735 to 86.743, may be given to the beneficiary, should the grantor fail to make payment of principal, interest, insurance premiums, liens or other charges payable by grantor, either by providing beneficiary with funds with which to make payment thereof, or by providing beneficiary with a check payable to the beneficiary.

out notice, and, the nonpayment thereof, shall constitute a breach of this trust deed. The sale of this trust including the cost and expenses of the sale shall be held on the date and at the time together with trustee's and attorney's fees not shall be held on the date and at the time by law. 14. Otherwise, the sale shall be held on the date and at the time

7. To appear in and defend any action or proceeding purporting to affect the interest of beneficiary or trustee; and in any suit, in one parcel or in separate parcels, by public or private auction, to the highest bidder for cash, payable at the time of sale. The bidder shall deliver to the purchaser its deed in form as required by law containing covenants and warranty, express or implied, in writing, in full force and effect, and shall defend the same.

having recorded liens subsequent to the interest of the priority and ( )

right, if it so elects, to require the trustee to pay to the beneficiary, as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred in connection with the taking, the proceeds shall be paid to beneficiary and the trustee shall be vested with all title, powers and duties connected therewith. Each such appointment shall be made by the trustee in writing, and shall be subject to the approval of the court.

secured hereby, and grantor agrees to execute such instruments as shall be necessary in obtaining said insurance, promptly upon beneficiary's request.

17. Trustee accepts this trust when this deed, duly acknowledged is made a public record as provided by law. Trustee

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

or savings and loan association domiciled in the United States or any  
property of this state, its subsidiaries, affiliates, agents or branches, the United States of America.

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 except Trust Deed in favor of Peoples Mortgage Company recorded as M76 Page 12830 and re-recorded at M76, page 15028

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);  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 as such word is defined in the Truth-in-Lending Act and Regulation Z, the disclosures for this purpose use Stevens-Ness Form No. 1319, 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

This instrument was acknowledged before me on July 22, 1988, by William W. Tranah and Rae Ann Tranah

*Charles J. Tucker*  
(SEAL) Notary Public for Oregon

My commission expires: 6-16-88/92

STATE OF OREGON,

County of

This instrument was acknowledged before me on 19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

# REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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

DATED:

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.

Beneficiary

## TRUST DEED

IN FFC OF (FORM No. 881)

THE STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Tranah  
5038 Shasta Way 2433 On La  
Klamath Falls, OR

Grantor

Rotherham  
4241 Hwy 101 No Sp 46  
Crescent City, CA 95531

Beneficiary

AFTER RECORDING RETURN TO

MTC 1412 14021 DEED  
407 Main  
Klamath Falls, OR 97601

MAINTAIN SPACE RESERVED

FOR

RECORDER'S USE

COMBODX OF Klamath Falls

IN LENDP' HUSPNDG AND

TASP

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 3:00 o'clock P.M., and recorded in book/reel/volume No. M88 on page 11765 or as fee/file/instrument/microfilm/reception No. 89581, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

NAME

TITLE

By *Charles J. Tucker* Deputy