

904115

TRUST DEED MTC 20073-D

19...8.8., between

THIS TRUST DEED, made this
JUNE R. DAVIS*****

14th day of July

19...8.8., between

THIS TRUST DEED, made and executed by JUNE R. DAVIS, of the County of Klamath, State of Oregon, as Grantor, in favor of Mountain Title Company of Klamath County, as Grantee, for the purpose of creating a trust, is hereby acknowledged before me, a Notary Public in and for the State of Oregon, on this 1st day of June, 1964, at Klamath Falls, Oregon, and the said JUNE R. DAVIS acknowledged to me that she executed the foregoing instrument as her free and voluntary act and deed, and that she was at that time of legal age, of sound mind and memory, and was not acting under any duress, coercion, fraud, or undue influence, and that she was fully aware of the contents and legal effect of the same, and that she executed the same for the purposes and consideration therein expressed.

DOROTHY FOSTER

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
Klamath County, Oregon, described as:
1184 - OREGON SHORES, UNIT 2, FIRST ADDITION
in the office of the

Grantor irrevocably grants, bargains, sells and conveys
n Klamath County, Oregon, described as:
Lot 43 in Block 48 of Tract 1184 - OREGON SHORES, UNIT 2, FIRST ADDITION
according to the official plat thereof on file in the office of the
County Clerk of Klamath County, Oregon.

Tax Account No 3507 018AB 08400

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.

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

AND NO/100 *** WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSOR**

FOR THE PURPOSE OF SECURING AND NO/100*****
sum of ELEVEN THOUSAND ***** Dollars, with interest thereon according
***** or order and made by grantor, the final payment of principal and interest
note of even date herewith, payable to beneficiary as per terms of note
not sooner paid, to be due and payable _____ as per terms of note
The Date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is due and payable.

In witness whereof, I have hereunto set my hand and seal of office at St. Louis, Missouri, this _____ day of _____, A.D. 19____.

Notary Public in and for the State of Missouri

The date of maturity of the debt secured hereby becomes due and payable.

The date of maturity of the debt secured by this deed shall be due and payable.

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

1. To protect, preserve and maintain said property in good condition
2. To remove or demolish any building or improvement thereon;
3. To prevent any waste of said property;
4. To keep said property in good and workmanlike condition; and

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and attorney's fees as well as the other costs and expenses of the trustee and attorneys

[illegible]

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon a written demand by the beneficiary, payment of its fees and presentation of this deed, without affecting the liability of any person for the payment of the indebtedness, trust or mortgage, (a) consent to the making of any map or plat of said property; (b) join in the execution and recording of any deed or instrument necessary to carry out the foregoing purposes; and (c) execute such instruments as may be required to carry out the foregoing purposes and to execute such instruments as may be required to carry out the foregoing purposes.

[illegible][illegible]

11. The lending upon and taking possession of said property, the insurance policies or compensation awards for any injury or damage of the property, and the application or release thereof, shall not constitute a collection of any debt or obligation of the debtor, and shall not constitute a waiver any debt or obligation of the debtor in payment of any indebtedness secured by such property.

[illegible][illegible]

14. Otherwise, the notice of sale or of a trustee may sell the parcel or parcels of land to be sold, provided by the parents and shall be at the time of sale, in one parcel or in several bidders for cash in form as required in the notice to the highest bidder in any event or of any express or implied agreement or understanding shall be conclusively the property so sold, but no matter of the trustee, including the recitals in the deed. Any purchase at the sale provided herein shall be binding on the trustee and the trustee's heirs, assigns, and assigns.

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly
acknowledged and made a public record of pending sale and/or any
obligated to notify any party having an interest in which transfer, beneficiary
trust or of any action or proceeding is brought by or
shall be a party unless such action or proceeding is brought by or

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, a trust company or savings and loan association authorized to do business under the laws of 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 676.535 to 676.561.

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).
(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 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.

June R. Davis
June R. Davis

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

STATE OF ~~OREGON~~ California

County of Los Angeles

This instrument was acknowledged before me on July 14, 1988, by

June R. Davis

(SEAL)

My commission expires: August 19, 1990

Notary Public for ~~OREGON~~ California

My commission expires:

(SEAL)

OFFICIAL SEAL
JEANNE NIGH

Notary Public-California

LOS ANGELES COUNTY

STATE OF OREGON,

My Comm. Exp. Aug. 18, 1988

This instrument was acknowledged before me on 19, by

as

of

Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

My Comm. Exp. Aug. 18, 1990

, 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, 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: , 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

(FORM No. 681-1)

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

Davis

1800 S. Victoria Blvd. #15
Beverly Hills, CA 91332

Grantor

Foster

100 Anaxia Ct. Oxnard, CA 93030

Beneficiary

AFTER RECORDING RETURN TO

MTC
407 Main
Klamath Falls, OR

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 16th day of Aug., 19 88, at 11:23 o'clock A.M., and recorded in book/reel/volume No. M88 on page 13251 or as fee/file/instrument/microfilm/reception No. 90415, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

By Deputy Deputy