

Vol: m89 Page 3316

1989 between

7316

23rd day of May

THIS INSTRUMENT is made this 10th day of May, 1975, by and between Beatrice E. Bennett, as Grantor, Klamath County Title Company, as Trustee, and Elizabeth H. Hyde, continuing trustee of that certain trust under agreement dated June 5, 1975 wherein Frederick W. Hyde and Elizabeth H. Hyde were trustor and initial trustee, as thereafter amended, as Beneficiary, and

WITNESSETH:

trustee in trust, with power of sale, the property and interest

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_\_ County, Oregon, described as: an undivided one-half (1/2) interest in the following real property:  
Lot 8, Block 7, Tract No. 1091, LYNNWOOD,  
including Levies, Liens and utility assessments as shown on the

in the following real property:  
Lot 8, Block 7, Tract No. 1091, LYNNEWOOD,  
Subject to: 1. Regulations, including Levies, Liens and utility assessments  
of city of Klamath Falls; 2. Conditions, Restrictions as shown on the  
recorded Plat of Lynnewood; 3. Set back provisions on the recorded Plat,  
and 4. Declarations of conditions and Restrictions recorded July 20, 1973  
at M-73 page 9383 as amended by instrument recorded on June 9, 1976 at M-76  
page 8487 and by instrument recorded on September 13, 1977 at M-77 page  
17035.

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.

**PURPOSE OF SECURING PERFORMANCE OF** each agreement of grantor herein contained and **PERFORMED** under the Agreement dated of even date

~~XXXXXX~~ performance of the Co-signature Agreement dated of even date  
Dollars, XXXX, interest at the rate of XXX% per annum, payable monthly.

[illegible]

The above described real property is not exempt from taxation.

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

1. To protect, preserve and maintain said property in good condition and to repair, not to remove or demolish any building, or improvement thereon; and repair; not to remove or waste of said property.
2. To building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all taxes, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to comply with all lien financing statements pursuant to the Uniform Commercial Code and to pay for filing same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
3. To continuously maintain insurance on the buildings and improvements against loss or damage by fire.

[illegible][illegible]

7. To appear in and defend any action or proceeding purported to affect the security or rights or powers of beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee as attorney's fees, and any suit for the foreclosure of this deed or the beneficiary's or trustee's fees, including evidence of title and the beneficiary's or trustee's fees shall be the amount of attorney's fees and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal. And that:

[illegible]

9. At any time and from time to time of this deed and the note for liability, payment of its fees and (in cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), trustee may the liability of any person for the payment of the indebtedness, trustee may

[illegible]

the entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell the parcel or parcels at one time or in separate parcels or in separate parcels payable at the time of sale or in installments. The trustee shall sell the parcel or parcels to the highest bidder for cash, its deed in form as required, and conveying the property to the purchaser with or without any covenant, express or implied, shall be deemed to be the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale of the property shall be binding on the grantor and beneficiary.

[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 the conveyance of any interest in the property herein named or appointed, the powers and duties conferred upon the trustee herein named or appointed and substitution shall be made by the trustee named or appointed hereunder. Each such appointment, containing reference to the trust deed instrument executed by the beneficiary, containing reference to the County and its place of record, which, when recorded in the office of the County Clerk or recorder of the county or trust in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts the trust when this deed, duly executed and acknowledged is made and all public records as provided by law and is not obligated to notice any pending action or proceeding by any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

acknowledged, the party hereto of which grantor, beneficiary or trustee is obligated to notify any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

Oregon State Bar, a bank, trust company or insurance company authorized to insure title to real property under ORS 696.505 to 696.585.

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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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

Subject to: Deed of Trust of even date to Klamath First Federal Savings & Loan Association.

and that he will warrant and forever defend the same against all persons whomsoever.

### purpose of the Agreement

The grantor warrants that the ~~beneficiary of the above described note and the trust deed are:~~

- (a)\* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),  
(b) ~~for any other purpose, including but not limited to, the purchase of real property, the purchase of a dwelling, or the purchase of a business.~~

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, 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, 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.  
May 23, 1989

Personally appeared the above named

BEATRICE E BENNETT

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

Personally appeared \_\_\_\_\_, 19\_\_\_\_, 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:

(OFFICIAL SEAL)

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

Before me: \_\_\_\_\_  
(OFFICIAL SEAL) Notary Public for Oregon

My commission expires: 7-6-90

### 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, 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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING, RETURN TO

KFFSYL  
540 Main St  
KFO 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 30th day of May, 1989, at 10:49 o'clock A.M., and recorded in book/reel/volume No. M89 on page 9316 or as document/fee/file/instrument/microfilm No. 716. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Carol Ann Muldrew, Deputy

Fee \$13.00

VLS 32284