

1328

**TRUST DEED**

May 1964

24th day of

**THIS TRUST DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between RANDY W. GORDON AND CHERIE A. GORDON, HUSBAND AND WIFE, as Trustee, and \_\_\_\_\_ INC., \_\_\_\_\_ HUSBAND AND WIFE,

ASPEN TITLE & ESCROW, INC.  
SR. AND ELIZABETH

as Grantor, **GREGORY A. HESS, SR.**  
RIGHTS OF SURVIVORSHIP

THIS TRUST DEED, TO WIT: RANDY W. GORDON AND CHERIE H. GORDON, as Trustees,  
 ASPEN TITLE & ESCROW, INC.  
 GREGORY A. HESS, SR. AND ELIZABETH D. HESS, HUSBAND AND WIFE,  
 WITH FULL RIGHTS OF SURVIVORSHIP  
 WITNESSETH:  
 \_\_\_\_\_ with power of sale, the property

as Beneficiary,  
Grantor irrevocably grants, bargains, sells and conveys to trustee  
in Klamath County, Oregon, described as:  
A tract of land situated in the W 1/2 SE 1/4 of Section 27,  
Township 23 South, Range 10 East of the Willamette Meridian, in  
the County of Klamath, State of Oregon, more particularly  
described as follows:  
Quarter corner of said Section 27; thence  
thence North 00

Beginning at the South Quarter corner of said Section 27; thence North 89 degrees 46' 39" East 662.79 feet; thence North 00 degrees 17' 12" West 1646.69 feet to the true point of beginning; thence North 00 degrees 17' 12" West 329.70 feet; thence East 660.39 feet; thence South 00 degrees 21' 34" East 329.71 feet; thence West 660.79 feet to the true point of beginning.

the tenements, hereditaments and appurtenances and all other rights thereunto belonging and profits thereof and all fixtures now or hereafter attached to or used in connection with the premises herein contained and

degrees 17° 12' N; thence North 00 degrees beginning; thence North 00 degrees South 00 degrees East 660.39 feet; thence South 00 degrees East 660.79 feet to the true point of 329.71 feet; thence West 660.79 feet to the true point of

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 therewith said real estate.

**WITNESS MY HAND AND SEAL OF OFFICE THIS TWENTY-NINTH DAY OF APRIL A.D. 1908.**

**JOSEPH W. HARRIS,**  
Notary Public for the State of New York.

**IN WITNESS WHEREOF I have hereunto set my hand and seal of office at the City of New York, this Twenty-ninth day of April, A.D. 1908.**

**JAMES J. HARRIS,**  
Notary Public for the State of New York.

[illegible]

sum of \_\_\_\_\_ (\$27,900.00) \_\_\_\_\_  
note of even date herewith, payable to beneficiary or order and made by grantor, 19\_\_\_\_,  
not sooner paid, to be due and payable at maturity of Note stated above, on which the final installment  
The date of maturity of the debt secured by this instrument is the date, stated above, on which interest therein is sold, agreed to be  
to the event the grantor without first having obtained the written consent or approval of the beneficiary

[illegible]

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 workmanlike  
not to construct or permit any waste promptly and be constructed, damaged or  
To complete improvement which may be incurred thereon, covenants, conditions,  
manner any building and pay when due all ordinances, regulations, taxes, assessments

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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

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

[illegible][illegible]

entire and due has been cured by tendering, in addition  
not then being cured may be cured by tendering, in addition  
being cured may be cured by tendering, in addition  
obligation or trust deed. In any case, the sale shall pay to the beneficiary a  
default, the person effecting the cure shall pay to the beneficiary a  
expenses actually incurred in enforcing the obligation of the trustee  
together with trustee's and attorney's fees not exceeding the amounts paid  
by law. Otherwise, the sale shall be held on the date and at the time to which said

14. Otherwise, the sale shall be made to the trustee may sell said property designated in the notice of sale or the trustee may sell the parcel or parcels as provided by law, and shall sell the time of sale in separate parcels, payable in cash, payable as required by express deed in favor of its deed in no covenant or warranty, shall deliver to the purchaser without any form of fact shall be the property so sold, without any manner of fact shall be the property so sold, in the deed of any manner, excluding the trustee, but the receipt hereof. Any purchase at the sale provided here

15. When the proceeds of sale to payment of (1) the expenses of the grantor and beneficiary, may purchase at the powers provided here shall apply the proceeds of the trustee by the trust deed, (3) to including the compensation of the trustee by the interest of their priority (2) to the obligation secured by the order of their priority

16. Beneficiary may from time to time appoint a successor trustee named herein or to any successor trustee appointed by a trustee named herein or to any successor trustee appointed by a trustee named herein, and without conveyance and dower.

16. Beneficiary named herein or to whom any trustee appointment, and without conveyance and deed thereon. Upon such appointment, and with all title, powers and duties of the trustee, the latter shall be vested in and conferred upon each such trustee, the latter herein named by written instrument executed by and upon any trustee herein named by written instrument executed by and substitution shall be made by the mortgagee of the county of Cook, which, when recorded in said mortgage, shall be conclusive of proof that the property is situated in Cook County, Illinois, and that the successor trustee accepts this trust when this deed, duly recorded as provided by law, shall be filed and any

17. Trustee accepts this trust when provided by law. acknowledged is made a public record of pending sale under any trust or of any action or proceeding in which grantor, beneficiary shall be a party unless such action or proceeding is brought by

9. At any time and from time to time upon written request of the beneficiary, trustee may

10. The beneficiary, payment (in case of full reconveyances, for cancellation), without affecting

11. shall be a party unless such action or proceeding is

12. obligated to notify the beneficiary of any action or proceeding is

13. trust or of any action or proceeding is

14. shall be a party unless such action or proceeding is

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NOTE: This 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 696.581.

70908

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.

Randy W. Gordon  
RANDY W. GORDON  
Cherie A. Gordon  
CHERIE A. GORDON

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON  
County of Deschutes  
This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
Notary Public for Oregon  
My commission expires 10/9/90

STATE OF OREGON  
County of \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_  
(SEAL)

REQUEST FOR FULL RECONVEYANCE  
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: \_\_\_\_\_

TRUST DEED  
THE FORM (FORM No. 881)  
STEVENS-NESS, LAW PUB. CO., PORTLAND, ORE.  
GRANTOR  
RANDY W. GORDON  
CHERIE A. GORDON  
GREGORY A. HESS, SR.  
ELIZABETH D. HESS  
BENEFICIARY  
AFTER RECORDING RETURN TO  
ASPEN TITLE & ESCROW, INC.  
Collection Escrow Department

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instrument was received for record on the 12th day of June, 1989, at 10:42 o'clock A.M., and recorded in book/reel/volume No. M89 on page 10407 or as fee/file/instrument/microfilm/reception No. 1328, Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
NAME  
TITLE  
By \_\_\_\_\_ Deputy

Fee \$13.00