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K-42136

Vol. mgo Page. 5411

	RUST DEED, made this23rdday of	
	Sadie M. Samson	
as Grantor,	Klamath County Title Company	 , as Trustee, and
	Motor Investment Company	
as Beneficiary.		

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath Country, Oregon, described as:

Lots 4 and 5 in Block 3 of West Chiloquin, according to the official plan thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 Six thousand four hundred ninety four and 71/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to Smeliciary or order and made by grantor, the final payment of principal and interest hereof, if

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l'erein, shall become immediately due and payable.

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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; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting suid property; if the beneficiary so requests, to join in executing such limancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay or liling same in the proper 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 comply with all lines, ordinances, regulations, covenants, conditions and restrictions altecting suid property; if the henciticary so requests, to join in executing such linaheing statements pursuant to the Uniform Commercial Code as the henciliciary may require and to pay for lining same in the proper public office or offices, as well as the cost of all lien searches made by liting officers or searching infencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter vected on the said premises against loss or damage by fire and such other hatards as the henciliciary, may from time to time require, in amount not less than \$1.10.5.U.T.AU.L.C. VALLUC.

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It is mutually agreed that:

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3. In the event that any portion or all of us d property shall be taken under the right of eminent domain or condensation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies psyable as compensation for such taking, which are in extra of the amount required to pay all resolvable costs, expenses and altorney's less necessarily paid or incurred by gasitor in such proceedings, thall be paid to beneficiary and applied by it first upon any resisonable costs, and is penses and altorney's fees, both in the trial and appellate courts, necessarily paid or incurred by some both in the trial and appellate courts, necessarily and or incurred by some secured hereby; and grantor afferes, at its can est since, to take such actions and esecured such instruments as shall be increasely in obtaining such compensation, promptly upon bensiciary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this dead and the note for endorsement (in case of full reconveyances, for care illation), without silecting the liability of any person for the payment of the indebtedness, truste may (a) consent to the making of any map or pist of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto." and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. 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 aloresaid, shall not cure ownive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby, as his expense of in the property.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby may proceed to fortclose this trust dead event the beneficiary at his effection may proceed to fortclose this trust deed by advertisement and sale, or negative with the trustee to foreclose this trust deed by advertisement and sale, or negative which the beneficiary may have. In the event the beneficiary at his effect the trustee to foreclose this trust deed by advertisement and sale, or negative, which the beneficiary may have. In the event the beneficiary elects of foreclose by advertisement and sale, the beneficiary or the trustee elects of foreclose by advertisement and sale, the beneficiary or the trustee solution and his election to foreclose by advertisement and his election that the secured hereon whereupon the trustee shall lix the time and place of sale, give notice thereon as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

In the manner provided in ORS 86.735 to 86.795.

In After the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other persons op privileded by ORS 86.735, may cure the default or defaults. If the default consists of a failure to pay, when due, sams secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable obeing cured may be cured by tendering the performance required under the obligation or trust deed, in any case, in addition to curing the default of defaults, the person effecting the cuter shall pay to the be

together with trustee's and attorney's lees not exceeding the amounts provided by law. 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 said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, eccluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustees attorney. (3) to the obligation sectured by the trust deed. (3) to all persons having recorded liens subsequent to the interest of the trustee and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

deed as their interest, and the grantor or to his successor in interest entitled to sucn surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter had be vested with all title, powers and duties contern trustee, the latter had be vested with all title, powers and duties contern and substitution shall be made by written instrument executed by beneticiary, which, whenevereded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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

NOTE: The Trust Deed Act provides that the tastee Fareunder must be eitler an attorney, who is an active member of the Oregon State Bar, a bank, trust company or soxings and Ican association authorized to the bia ness 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, agen's or branches, the United States or any agency thereof, or an excrow agent Intensed under ORS 696.505 to 696.505.

5412 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 on the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, tamily or household purposes (see Important Notice below),

(b) for an ordenization, or foren it grantor in 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 granter has hereunte set his hand the day and year first above written. * INITOLITANT NOTICE: Dalete, by lining out, whichever we tranty (a) or (b) is not applicable; if warminy (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 law making required disclasses; for this purpose use Stevens-Ness Form 1 (c) 1019, or equivalent. If compliance with the Act is not required, disregard this rotice. (If site al mer of the above is a corporation, STATE OF OREGON. STATE OF OREGON, GO IDEN. OF KIRMAIH County of This instrument was acknowledged before me on This instrument was acknowledged before me on M. SAMON (SEAL) (Seal) Public lory) egon Noticy Public for Oregon (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To the used only when chilipations have been poid. Trusine. 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 carcel all evidences of indebtedness secured by said trust deed (which are delivered to you hatewith together with said trust deed) and to recovery, without want anty, 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...... Beneticiary net loss or destroy this Trust Dred OR THE NOTE width it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, \$3. County ofKlamath....

TRUST DEED [FORM No. 481]
Sadie M. Samson
Grantor
Hotor Investment Company Beneficiary
AFTER RECORDING RETURN TO
Motor Investment Company
P.O. Box 307 Klamath Falls, Or 97601

SPACE PESERVED
FOR
RECORDER'S USE

County affixed.

Evelyn Biehn, County Clerk.....

By Quilene Mullered Deputy

Fee \$13.00