41353

TRUST DEED

Vol. m9 2 Page 3681

THIS TRUST DEED, made this 24 day of January , 19⁹²
ROBERT E. CGBORNE and SHIRLEY E. OGBORNE, as tenants in common

as Grantor, NOUNTAIN TI'LE COMPANY OF KLAMATH COUNTY GLETA WAMPLER

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

Lot 1, Block 9, TRACT 1029, SPRAGUE RIVER PINES, according to the official plat 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 action.

ith said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FORTH PROPERTY OF THE PURPOSE OF SECURING PERFORMANCE OF EACH PROPERTY OF THE PURPOSE OF SECURING PERFORMANCE OF EACH PURPOSE OF THE PURPOSE OF THE

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 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

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The date of maturity of the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or approved of the beneficiary. Sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approved of the beneficiary. Herein, shall become immediately due and payable.

To protect the security of this trust deed frames added.

becomes due and payable. In the event the sold, conveyed, assigned or alienated by the grantor without list have sold, conveyed, assigned or alienated by the grantor without list have sold, conveyed, assigned or alienated by the grantor without list have been sold entering the security of this trust deed, grantor agrees.

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

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To complete or restore promptly and be constructed damaged or manner any building or in-provement what be desirable property in good and workmanking the security of the security of

pellate court shall adjudge reasonable as the beneticiary's or trustee's attorney's lees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it is oe leets, to require that all or any portion of the monies payable as compensation for such taking, which are an excess of the amount required as compensation for such taking, which are an excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid of to pay all reasonable costs, expenses and attorney's lees necessarily paid or payable by granter in such proceedings, and expenses and attorney's fees, applied by it lists upon any reasonable costs and expenses and attorney's fees, to take upon any reasonable courts and expenses and attorney's fees, better in the trial and appellate courts and expenses and attorney's fees, better in the trial and appellate courts are applied upon the indebtedness secured hereby; and granter affects and see its own expense, to take such actions and execute such instruments as shall be necessarily payened, to take such actions and execute such instruments as shall be necessarily in obtaining such compensation, promptly upon beneficiary's request.

P. At any time and troiner to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for feed of the content of the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction therein; (c) pain in any subordination or other agreement affecting this deed or the line or charge subordination or other agreement affecting this deed or the line or charge subordination or other agreement affecting this deed or the line or charge strength of the conclusive proof of the truthfulness thereon of any matters or facts shall be conclusive proof of the truthfulness thereon. Trustee's fees for any of the conclusive proof of the truthfulness thereon. Trustee's fees for any of the conclusive proof of the truthfulness thereon. Trustee's fees for any of the conclusive proof of the truthfulness thereon. Trustee's fees for any of the conclusive proof of the truthfulness thereon. Trustee's fees for any of the strength of the not less than \$5.

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together with trustee's and attorney's fees 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 self the parcel or parcels audition to the highest bidder for cash, payable at the time of sale. Trustee audition to the purchaser its deed in form a required by law convey me shall deliver to the purchaser its deed in form a required by law convey me shall deliver to the purchaser its deed in form a required by law convey me shall deliver to the purchaser its deed in form a required by law convey me the property so sold, but without any covenant or a carranty, express or inthe property of the trustees sells may person, excluding the trustees, but including of the trusted sells pursuant to the powers provided herein, trustee feature of the property of the expenses of sale, including the compensation of the trustee and a reasonable charge by trustees sells pursuant to the powers provided herein, trustee the other property of the property of the subsequent to the interest of the trustee in the strust having recorded liens subsequent to the interest of the trustee in the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time a point a successor of successor to any trustee paymed become

surplus. If any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time argoint a successor or successor to any trustee amond herein or to an executive trustee appointed here under. Upon such appointment, and submit convenient to the successor trustee the latter shall be rested with the papers and duties content or upon any trustee herein named or appointed Securities. Each such appointment upon any trustee herein named or appointed Securities. Each such appointment and substitution shall be made by written instrument executed by benefit are which when recorded in the mortgage records at the country or countries in which the property is situated, shall be conclusive proof of proper appoint in the control of the uncessor trustee.

It is trustee accepts this trust when this deed, daiv executed and cobligated to notify any party hereto of pending sale under any other deed result or of any action or proceeding in which stanton, beneficiary or trust shall be a party unless such action or proceeding is brought by trustice.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Origan State Bar, a bonut rest or savings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to insure the property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 616,603 to

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) NOTE OF PRIMARY OF THE PRIMARY PRIMARY PRIMARY PRIMARY 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 pledges, 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 baneficiary MUST comply with the Act and Regulation by making required baneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent for compligance with the Act is not required, disregard this notice. |
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| disclosures; for the Act is not required, distagnia |

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| SHIRLEY E. | OGBORNE | | |

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| STATE OF OREGON, County of | 540 DIEGO | _)ss. Feb_31419.92, Feb_31419.82 |
| STATE OF OREGON, County of | 1 140d before me on | F & D |
| This instrument was acknow | CUTDIEY E. OGBORNE | 19.52 |
| This instrument was acknown by ROBERT E. OGBORNE and | Shirting the same on | 7-66 |
| by North instrument was ackno | wledged before me | Feb. 314 , 19.52., |
| by | | *************************************** |
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REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid.

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 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 (which are delivered to you 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 that the terms of said trust deed to you herewith together with said trust deed) and to reconvey without warranty. said trust deed or pursuant to statute, to cancel all evidences of indeptodness 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:

Beneficiary

Do not lose or destroy this Trust Dead OR THE NOTE which it socures, Both must be delivered to the trustee for concellation before reconveyance will be made.

| | | STATE OF OREGON, |
|---|--|---|
| TRUST DEED (FORM No. SSI) STEVENS.NESS LAW PUB. CO. PORTLAND. ORE ROBERT E. OGEORNE and SHIRLEY 9175 HECTOR AVE. SAN DIEGO, CA 92123-3527 GLETA WAMPLER P. O. BOX 134 CHILOQUIN, OR 97624 Feneticiary MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY | OGBORNE SPACE RESERVED FOR RECORDER'S USE | County of Klamath Session County of Klamath I certify that the within instrument was received for record on the 24th day of Feb. 1992, at 11:27 o'clock A.M., and recorded in book/reel/volume No. M92 on page 3681 or as fee/file/instrument/microfilm/reception No. 41353, Record of Mortgages of said County. Witness my hand and seel of County affixed. Evelyn Biehn, County Clerk |
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