

85082

TRUST DEED

Home Improvement Dealer Origination

#130 9557
BOOK 54 PAGE 753

THIS TRUST DEED, made this X FIRST day of SEPT, 1977, between the Buyer(s) Dolph R. and Leona M. Tate, as Grantor, Henry L. Bauer, as Trustee, and the Dealer J. and A. Construction, as Beneficiary,

WITNESSETH:

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

East 800' of North 546' of NE quarter of section 35, Township 3 North

Range 7. E.W.M. Except the East 400' thereof. Said tract containing

5.01 acres more or less

which real property is not currently being used for Agricultural, Timber or Grazing Purposes.



FOR THE PURPOSE OF SECURING PERFORMANCE of that certain Home Improvement Retail Installment Contract dated AUG. 1, 1977, with a total Deferred Payment Price of \$ 7555.20, 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 X 1st SEPT, 1987.

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

To pay all costs, fees and expenses of this trust including the cost of title search as well as 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. Grantor further agrees to pay all costs, and fees, including reasonable attorney's fees to be fixed by the court in the event this trust deed is foreclosed as a mortgage.

It is mutually agreed that

- 1) Trustee may reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$10.00.
- 2) Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may fore all sums secured here, by immediately due and payable. In such an event the trustee may either foreclose this trust deed by advertisement and sale in the manner provided in ORS 86.705 to 86.795 or as a mortgage in a court of equity.
- 3) 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.
- 4) This trust deed may be assigned by beneficiary without the consent of or notice to grantor.

IN WITNESS WHEREOF, said grantor has hereunto set his hand on the day and year first above written.

Attesting Witness

State of Oregon
County of Skamania

Buyer

Buyer

Buyers

On this day of 1st SEPT, 1977, before me personally appeared the attesting witness, who being by me duly sworn, Deposed and said that he resides in Skamania County, State of Oregon; that he was present and saw the signers of the foregoing instrument as party(ies) thereto, sign and deliver the same, and they acknowledge the same to be the free act and deed of each and that he, the deponent, thereupon signed his name as subscribing witness thereto at the request of said signer(s).

Notary Public for Oregon

My commission expires: My Commission Expires April 16, 1979

FOR VALUE RECEIVED, he undersigned beneficiary does grant, bargain, sell, assign, transfer and set over to FAR WEST FEDERAL SAVINGS AND LOAN ASSOCIATION, the Trust Deed set forth on the reverse hereof together with the Home Improvement Retail Installment Contract therein described and all moneys and obligations therein described or referred to, with the interest, and all rights and benefits whatsoever accrued or to accrue under said Instruments.

The assignor covenants that it is lawful owner and holder of the said Trust Deed and Home Improvement Retail Installment Contract, and that it has good right to sell, transfer and assign the same as aforesaid, and that there is now due and owing upon the said Home Improvement Retail Installment Contract the sum of FOUR THOUSAND THREE HUNDRED EIGHTY Dollars, plus interest.

EIGHT-----

Dealer L and A Construction

By [Signature]
(Authorized Signature)

STATE OF OREGON
County of Clatsop } ss.
11/11, 1977

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

(SEAL)

STATE OF OREGON
County of _____ } ss.
_____, 19____

Personally appeared _____ who being duly sworn, did say that he is the _____, and _____ who being duly sworn, did say that he is the _____ of _____

a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be the free act and deed of said corporation.

Before me:

Notary Public for Oregon
My commission expires: _____

(SEAL)

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<h2>TRUST DEED</h2>		STATE OF OREGON County of <u>Clatsop</u> } ss.	
_____ Grantor		I certify that the within instrument was received for record on the <u>18</u> day of <u>April</u> , 19 <u>77</u> , at <u>10</u> o'clock <u>A</u> M, and recorded in book <u>54</u> on page <u>753</u> . Record of Mortgages of said County.	
TO _____ Beneficiary		Witness my hand and seal of County affixed. <u>[Signature]</u> County Clerk-Recorder By <u>E. Marfanel</u> Deputy	
AFTER RECORDING RETURN		(DON'T USE THIS SPACE; RESERVED FOR RECORDED LABEL IN COUNTIES WHERE USED.) REGISTERED <u>[initials]</u> INDEXED: DIM <u>[initials]</u> INDIRECT <u>[initials]</u> RECORDED: COMPARED	