



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

Lot 1, Block 69, and Lots 4, 5 and 6, Block 87, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the Records of Klamath County, Oregon. Lots 1, 2, 3, and 4, WEST PARK ADDITION, to the City of Klamath Falls, Ore., according to the official plat thereof.

SUBJECT TO: Reservations and restrictions of record and easements and rights-of-way of record and apparent thereon.

which said described real property does not exceed three acres, 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 Four Thousand Seven Hundred Fifty (\$4,750.00) Dollars, with interest thereon according to the terms of a promissory 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 July 15 . 1971 .

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 said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing 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.

beneficiary.

4. The provider shall continuously maintain insurance on the building now or hereafter effected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in

[illegible]

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments, charges, interest and other charges which may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor by direct payment to the proper authorities, the trustee, with the funds with which he is empowered to make payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note securing hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without any legal rights arising from breach of any of the covenants herein contained, such payments with interest as aforesaid, the proper receipt therefor and the amount so paid, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable upon notice, and the nonpayment thereof shall constitute a breach of the trust deed, and the nonpayment thereof shall constitute a breach of the trust deed, and the nonpayment thereof shall constitute a breach of the trust deed.

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.

7. To appear in and defend any action or proceeding purporting to affect the title to, or the profits of, any beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of, this deed to pay all of the beneficiary's or trustee's attorney's fees, the costs of the suit, and the beneficiary's or trustee's attorney's fees, including the beneficiary's or trustee's attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay the beneficiary or trustee all costs and expenses which the beneficiary or trustee's attorney shall incur in such appeal.

It is mutually agreed that:

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, if it so elects, to require Grantor to pay any portion of the monies payable to Beneficiary in connection with such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary first, as applied by it first upon any reasonable cost and expense necessarily paid or incurred by beneficiary in the trial, hearing, appeal and proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such action.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note to

endorsement (in case of bill reconveyance, for cancellation), without affecting 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 thereon; (c) lien or mortgage thereon; (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 on any matters or things shall be deemed to be the recitals of the Trustee for any of the purposes of the service mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to grantor, 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 thereof, in its own name sue for or otherwise collect the rents, issues and profit, including interest, and may apply the same to the satisfaction of the indebtedness, and may employ attorneys and collectors, including reasonable attorney's fees upon any indebtedness secured here-by, 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 aforesaid, shall not cure or 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 by the terms of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the trustee to sell the property secured hereby. The beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.010.

13. If after default and prior to the time and date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.740 pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, without such portion of the principal as would not then be due had no default occurred, the grantor or other person making such payment shall also pay to the beneficiary all of the costs and expenses actually incurred in enforcing the terms of the obligation and trustee's attorney's fees, not to exceed \$50 each.

14. After the lapse of such time as may then be required by law, following the recordation of said instrument of default and the giving of notice thereof, trustee shall sell and convey all the real estate comprised hereunder, whether or not encumbered, in whole or in part, at public sale, either in person or by agent, to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed in full compliance with the laws of the State of California, and shall execute the same as required by law conveying the property so sold, but without any warranty, express or implied, as to title, and shall be bound in all matters of fact by the truthfulness thereof. Any person, other than the grantor, including 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 lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) to the obligations secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed, (4) to the interests of the beneficiaries of the trust in the trust property, (5) to the interests which may appear in the order of their priority and (6) the sum of \$100,000.00 plus or minus to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor trustee, any time after the death of the grantor, and the appointment of the successor trustee shall be accomplished by a written instrument, duly executed by the grantor, and the conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein mentioned, or appointed hereunder. Each and every instrument so executed shall be filed by the trustee or beneficiary, as the case may be, with the County Clerk and the County Clerk and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county of Cook, shall constitute the official record of the 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 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, or a title insurance company authorized to insure title to real property under the provisions of ORS Chapter 728, its subsidiaries, affiliates, agents or branches.

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

except as above set forth

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

Beneficiary, in the event of the sale of any lot herein described, will release the same upon the payment of One Thousand Dollars (\$1,000.00) or, at grantor's election, substitute another lot of grantor in West Park Addition.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.

All deletions made prior to execution.

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

By *J. Robert Harris* (SEAL)
By *Donna J. Harris* (SEAL)

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

(ORS 93.490)

STATE OF OREGON, } ss.
County of _____, 19____
Personally appeared the above named _____

STATE OF OREGON, County of Klamath) ss.
July 15, 1966.
Personally appeared J. ROBERT HARRIS and
DONNA J. HARRIS who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of KLAMATH

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

CONSTRUCTION, INC., a corporation, and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by author-
ity of its board of directors; and each of them acknowledged said instrument
to be its voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

Before me:
Marion E. Ginn (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

TRUST DEED
(FORM No. 881)

Grantor _____
Beneficiary _____
STATE OF OREGON, } ss.
County of Klamath

I certify that the within instru-
ment was received for record on the
20th day of July 1966,
at 4:08 o'clock P.M., and recorded
in book M-66 on page 7399.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Dorothy Rogers
County Clerk—Recorder.
By *Antony Rosemini*
\$3.00 pd.
125 N. 5th Street
Klamath Falls, Oregon
97601

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____

52

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.