VorM-66 Page July 22nd day of . THIS TRUST DEED, made this 22nd day of ULLY Willard W. Moore and Dorothy L. Moore, Husband and Wife ., as Trustee, Oregon Title Insurance Co. and FIRST NATIONAL BANK OF OREGON, as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the propertyCounty, Oregon described as: Klamath

Lot 3 Block 8 Original Town of Merrill, Klamath County, Oregon.

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 \$.3,500.00...... with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor,Willard W. Moore and Dorothy L. Moore the final payment of principal and interest thereof, if not sooner paid, to be due and payable ... July 20, 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 insured against loss by fire and against loss by such other hazards as the Beneficiary may from time to time require in an amount not less than the lesser of the indebtedness hereby secured or the insurable value of said buildings; that such policies shall be issued by companies satisfactory to the Beneficiary and shall contain such provisions and shall bear such endorsements as Beneficiary may require and be payable to Beneficiary; that such policies shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary; that the proceeds of such insurance shall be delivered to Beneficiary shall elect to the payment of any indebtedness thereby secured or, to the restoration of any of the property or by release to Grantor and that such application or release shall not cure or waive default or notice of default hereunder or invalidate any act done pursuant to such notice; that the Beneficiary is authorized in the event of any loss to compromise and settle with any insurance company, to endorse, negotiate and present for and in the name of the Grantor any check or draft issued in settlement of any such loss and receive and to apply the p

present for and in the name of the Grantor any check or draft issued in settlement of any such loss and receive and to apply the proceeds thereof as herein provided.

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that 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 Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate of eight per cent per annum together with the obligations described in paragraphs 7 and 8 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of deed, without waiver of any rights arising from breach of any of deed, without hereof and for such payments, with interest as aforesaid, the property' hereinbefore described, as well as the aforesaid, the property hereinbefore described, as well as the aforesaid, the property hereinbefore described, and all such for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the non-payment thereof shall, at the option of the Beneficiard, render all sums seedired by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay to Beneficiary at the time of payment of each installment of the indebtedness hereby, secured such amount as the Beneficiary shall estimate from time to time to be sufficient to produce, with other like payments, at least one month prior to the time when the same shall become due, (a) all taxes, assessments and other governmental rates and charges again

which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.

It is Mutually Agreed That:

9. In the event that any portion or all of said property shall be taken under the right, if it so elects, to require that all Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking, which are in excess of the amount required to pay all taking in any presonable costs and excitant and applied by it first upon any reasonable costs and excitant and applied upon the inclary in such proceedings, and the balance applied upon the inclary in such proceedings, and the balance applied upon the inclary in such proceedings, and the balance applied upon the inclary in such proceedings, and the balance applied upon the inclary in obtaining such compensation, promptly upon Beneficiary's request.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed of the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for and the note for endorsement (in case of full reconveyance, for any easement or creating any restriction thereon). (c) join in any

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

13. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property; which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with Trustee this trust deed and all promissory notes and documents evidencing expenditures secured.

an attorney, who is an active member of the Oregon State Bor, a bank, trust come laws of Oregon or of the United States, or a title insurance company authorized to the subsidiaries, affiliates, agents or branches. NOTE: The Trust Deed Act provides that the Trustee hereunder must be either a gary or savings and loan association authorized to do business under the last title to real property under the provisions of ORS Chapter 728, its

Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee.

18. 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.

19. The Grantor covenants and agrees to and with the Bene-

hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

14. 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 86.760 pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and the Grantor or other person making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and Attorney's fees not exceeding \$50 if actually incurred, such default shall thereby be cured.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default and the giving of said notice of sale, Trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction 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 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 or facts shall be conclusive, proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

16. 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 a reasonable charge by the Trustee, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in order of their priority and (4) the surplus, if any, to the Grantor or to his succes under any other deed of trust or 0 mly actions which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

19. 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.

20. The Grantor shall not without the written consent of the Beneficiary sell or convey the property herein described subject to the interest of the Beneficiary, whether or not such purchaser shall assume or agree to pay the indebtedness hereby secured. Upon any application for the Beneficiary's consent to such a transaction, the Beneficiary may require from the purchaser such information as would normally be required if the purchaser were a new loan applicant. Consent shall not be unreasonably withheld, but Beneficiary may at its discretion impose a service charge not exceeding 1% of the original amount of the indebtedness hereby secured and may adjust the contractual interest rate upon the unpaid balance of the obligation secured by this trust deed, but such rate may not be increased by more than 1% per annum above the then existing contractual rate.

21. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, all parties hereto, their heirs, legatees, devisees, administrators, hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. . IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written. (SEAL) (SEAL) ..(SEAL) CORPORATE ACKNOWLEDGMENT STATE OF OREGON, County of: STATE OF OREGON, County of ... Klamath Personally appearedJuly...22.... who being duly sworn, did say that he. Personally appeared the above named Willard W. Moore & Dorothy L. Moore (husband & wife) 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 on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary and acknowledged the foregoing instrument to be the full r voluntary act and deed. SEADIL C Before me: act and deed Notary Public for Oregon Before me: Notary Public for Oregon My commission expires: Notary Public for Oregon

My commission expires: 10/2/67 page....(222 f said County. day of July 19.6 FIRST NATIONAL BANK, OF OREGON y that the within i TRUST DEED -66 on p County of Klamath OREGON, my Witness 1 1 affixed. ÓF

Record of STATE (

TOP 3 HOUR O THE STAND STREQUEST FOR FULL RECONVEYANCE

	the contract of the contract o
Windows to	recognized the first state of the state
智度 计微电镀铁矿 化甲基二	

DATED: By A. Assistant Cashler-Manager

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveya 38

