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Beginning at an iron pin located North 89°54* West a distance of 78.32 feet North 23°48* West a distance of 128.77 feet and North 73°10* West a distance of 151,55 feet from the gas pipe monument on the Northwest corner of "Pelican City" subdivision, said gas pipe monument being North 89°54 West a distance of 1995,5 feet from the Southeast corner of said Section 18; thence North 86°13*36" West along the Northerly line of a 20 foot roadway a distance of 57.90 feet to an iron pin; thence Northwesterly along the Northeasterly line of said roadway on a curve to the left a distance of 114 feat, more or less, to an iron pin (the long chord of said curve bears North 70°36'30" West & distance of 111.77 feet); thence North 9948.30" West along the Easterly line of a readway a distance of 208,40 feet to an iron pin; thence leaving said roadway at right angles thereto, North 80°11*30" Bast a distance of 52.00 feet to an iron pin; thence North 9°48:30" West a distance of 5,00 feet to an iron pin; thence North 80°11*30" Bast a distance of 111,60 feet; thence following the arc of a curved fence line to the right the following courses and distances; South 40°09' East 37.35 feet; Sputh 21°33' Bast 64.7 feet; South 7°03' East 65.78 feet; South 3058* West 72.4 feet; and South 13039* West 54.45 25 feet, more or less to the point of beginning.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and ap-purienances 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 \$ 8,500.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, _____HOMER_M___WILLS_AND_SYBIL_M___VILLS_ husband_and_wife

To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement there-on; not to commit or permit any waste of said property.

Same and

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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.

or destroyed thereon, and pay when due all costs incurred theretor. 3. To comply with all laws, ordinances, regulations, covenants, con-ditions 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 offices, as well as the cost of all lien searches made by filing efficers or searching agencies as may be deemed desirable by the Beneficiary.

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 Ben-ficiary. 4. To keep the buildings now or hereafter on said property insured against loss by fire and against loss by such other harards as the Beneficiary may from time to time require in an amount not less than the lesser of the indebtedness hereby socured or the insurable value of said buildings; that such policies shall be issued by companies satisfactory to the Bene-ficiary 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 and retained by the Beneficiary and at least five days prior to the expiration thereof renewal or substitute policies shall be de-livered to Beneficiary; that the proceeds of such insurance shall be applied as 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 com-promise and settle with any insurance company, to endorse, negotiate and prement of any since hoss and receive and to apply the proceeds thereof as herein provided. 5. To keep said premises free from mechanics' liens and to pay all there of to Beneficiary; should the Grantor fail to make payment of any there of to Beneficiary is mument. Beneficiary with funds with which to make such payment, Beneficiary with funds with which to make such payment, Beneficiary may, it is option, make payment thereof, and the amount so paid, with interest at the rise of eight per cent per annum together with the obligations described in paragraphs 7 and 8 of this trust deed, without waiver of any rights arising from breach of any

statement of property taxes at such time or times as they shall become available. 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 pay-ments, at least one month prior to the time when the same shall become due, (a) all taxes, assessments and other governmental rates and charges against said property and (b) premiums on insurance against loss or dam-age to said property; if the sums so paid shall be less than sufficient for said purposes, to pay upon demand such additional sum as Beneficiary shall deem necessary, therefor. The Beneficiary shall, upon the written request of the Grantor, and may, without such request, apply said funds to any of said purposes, but the receipt of such funds shall not, in the absence of such request, impose any duty upon the Beneficiary to disburse the same or relieve the Grantor from his covenants to pay said obligations and keep the property insured. If the Grantor desires to carry the insurance required herein as part of a "package" insurance plan, the Beneficiary will accept

To a protect the Security of this Trust Deed, Granter agrees:
1. To protect, preserve and maintain said property in good condition repair; not to remove or denolish any building or improvement thereon, and pay when due all costs incurred therefor.
2. To complete or restore promptly and in good and workmanilke festroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conons and restrictions affecting said property; if the Beneficiary and restrictions affecting said property; if the Beneficiary shall not be subject to any liability for failure to transmit premiums to any insure or blicy. In the event Granter desires to prepay the indebtedness, or portion thereof, such payments shall be subject to the indebtedness, or portion thereof, such payments shall be subject to the indebtedness, or portion thereof, such payments shall be subject to the indebtedness, or portion thereof, such payments shall be subject to the promissory note given in connection with this trust deed.

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trust deed. 7. 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 trustees and attorney's fees actually incurred.

8. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.

It is Mutually Agreed That:

It is Mutually Agreed That: 9. 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 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 reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compen-sation, promptly upon Beneficiary's request.

sation, 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 and the note for endorsement (in case of full 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 casement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or chargo thereof; (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 facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5.
11. Upon any default by Grantor hereunder, Beneficiary may at any

Receive for any of the services mentioned in this paragraph shall be \$5. 11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be ap-pointed 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 profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, includ-ing reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. 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.
13. Upon default by Creation is non-matching of the interval of the property.

date 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. In such an event Beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage fore-closures or direct the trustee to foreclose this trust deed in and sale. In the latter event the Beneficiary shall deliver to the Trustee a 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 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 Granter or other person so privileged by ONS 86.760 pays the entire amount then due under the terms of the trust deed and the abligation secured thereby, other than such perion of the principal as would not then be due had no default occurred, and the Granter or other person making such payment shall also pay to the Beneficiary 31 of Bene-ficiary'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 large of such time as may then be required by law fol-

of the obligation, including Tustee'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 fol-lowing 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 if in said notice of sale, either as a whole or in separate parxels, 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 war-ranty, express or implied. The recitals in the deed of any matters of 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, (5) to all persons having recorded liens subse-quent 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 successor Trustees provided to each subjust. 17. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee subjust conferred upon any Trustee herein with without conveyance to the successor to any Trustee herein with without conveyance to the successor truste, by and the vested with all title, powers and duties conferred upon any Trustee herein named or

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funtary act and deed.

Notary Publicator Oregon

STATE OF OREGON,

October 20.

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County of States Ta

Personally appeared the above named.

and acknowledged the foregoing instrument to be

Homer M. Wills and Sybil M. Wills

Before me:

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sppointed hercunder. Each such appointment and substitution and be written instrument excetted by Beneficiary, containing reference to this trust doed 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 Jaw. Trustee is not obligated to notify any party heroto of pending sale under any other deed of trust or of any action or proceeding in which Greator, Beneficiary or Trustee.

Trustee. 19. The Grantor covenants and sprees 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 there exercises the same against all persons.

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 Bene-ficiary 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 Bene-ficiary'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 obliga-tion 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, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including piedgee, 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 feminine and/or neuter, and the singular number includes the plural.

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IN WINNESS WHEREOF, said Grantor has hersunto set his hand and seal the day and year first above written. 3. JA1: ils 1 mui NOTARY ------AUBLIC

CORPORATE ACRNOWLEDGEMENT STATE OF OREGON, County of 19 Personally appeared and who being duly sworn, did say that he is the

and he. is the 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 out and deed.

act and deed. Before me: (SEAL)

Notary Public for Oregon My commission expires: Oct. 2, 1971 My commission expires:

OREGON recorded 8189 Hank A Can <u>,</u> County BANK Inantor 0n6th seal Recorder Deputy AFTER RECORDING RETURN TO: ED STATES NATIONAL B OF OREGON I certify that the within it was received 186 Boord o day of day of 19 122 o'clock<u>P + M</u>, and rec ω and said DEED See. Natior Dorothy Rogers County Clerkhand 5 County Cler 740 Main Street Klamath Falls. OREGON, Klamath Mortgages C. V. Knutson. FALLS ATLA M. WILLS hu TRUST United States Amari: Pee: 1 Witness ' affixed. KLAMATH County of SYBIL M. OF at h:42 in book H-6 Record of 1 1003 book H HOMER UNITED STATE County for the ment 1 0

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 reconveyances and documents to ..., Trustee

ALTER CORNERS 21 -Mor DATED: 10.4 (1.); AINFO MAL ALOVE G. A COL MERCINE BUILDER

Assistant Cashier—Managér y this Trust Dood OR TKE NOTE which it secures. Both must be delivered to the trustee for concellation before reco utti ha mada Do not lose or dest 영상 신다 S. - 2

