

TRUST DEED

WITNESSETH:

Lots 3 and 4 in Block 4 of Lenox, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

purtenances and all other rights thereunto belonging or in anywise appertaining to the said premises, together with the profits and emoluments thereof, and all fixtures now or hereafter attached to or used in connection with said real estate, 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 Three thousand, one hundred, fifty and no/100----- 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 sum of _____ Dollars, to be due and payable _____, 19____.

[illegible][illegible][illegible]

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 enforcing this obligation, and trustee's and attorney's fees actually incurred.

To appear in and defend any action or proceeding purporting affect the security rights or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including any suit for enforcement of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee's attorney. In evidence of title and the beneficiary's or trustee's attorney's fees shall amount of attorney's fees mentioned in the above paragraph in all cases shall fixed by the trial court and the grantor further agrees to pay such sum as the appeals court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is recited and agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, any portion of the monies payable in such event, which are in excess of the amount required as compensation for the property taken, which are in excess of the amount required for all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary as incurred by grantor in such proceedings, including the costs and expenses and attorney's fees applied by it first upon any such proceedings, and the balance applied upon the individual cases in such proceedings, and the balance applied upon the cases to take such action secured hereby; and grantor agrees, in its own right, to execute such action and execute such proceedings, and shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

2. 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

The grantor covenants and agrees to and with fully seized in fee simple of said described real property

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, enter upon and take possession of said premises and all contents thereof secured, enter upon and take possession of said premises and all parts thereof, in its own name sue for or otherwise collect from the debtor any part thereof, including those past due and unpaid principal and interest thereon, including reasonable attorney's fees and costs, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary shall 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 the breach or breach of the covenants hereunder or invalidate any act done in pursuance thereof.

property, and the Applicant hereby gives notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon demand of grantor in payment of any indebtedness secured hereby in full performance of any agreement hereunder, the beneficiary must declare all sums secured hereby immediately due and payable. In such case, the beneficiary at his election may be provided by law for mortgage foreclosures as a mortgagee. The trustee to foreclose this trust deed by advertisement and cause the latter event the beneficiary of this trust deed to execute a deed of conveyance recorded with the county clerk to satisfy the obligations secured hereby, whereupon the beneficiary shall fix the time and place of sale, give notice of the same in the manner provided in O law and proceed to foreclose this trust deed.

13. After default at any time prior to live days before the date set for the trustee for the trustee's sale, the grantor or other person so privileged ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and any interest secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees) exceeding \$50 each) other than such portion of the principal as would not be due had no default occurred, and thereby satisfy the debt in default, in which event the debt shall be deemed to have been paid in full by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee shall sell the parcel or parcels in one parcel or in separate parcels for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law conveyed subject to the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person attending the trustee, but including the trustee himself, shall be bound by the terms of the sale.

15. When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and of a reasonable charge by trust attorney, (2) to the obligation secured by the trust deed, (3) to all pre-existing debts and obligations of the trust, (4) to the interest of the trustee in the trust having received liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (5) the surplus, if any, to the grantor or to his successor in interest entitled to the same.

16. 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 trustee appointed hereunder, upon such appointment, the trustee with all conveyance to the successor trustee, the latter shall have all the powers and duties conferred upon the trustee herein named or appointed and substituted and substitution shall be made by written instrument executed by beneficiary, containing reference to this Cod and its records of record, which, when recorded in the office of the Clerk or Recorder, shall constitute a full and complete proof of proper 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 obligated to notify any party hereto of pending sale under any other deed in 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.

the beneficiary and those claiming under him, that he is

9. At any time and from time to time upon written request of the beneficiary, the grantor shall be a party unless such action or proceeding is necessary for the protection of the beneficiary, payment of its fees and presentation of this deed and the note for recording.

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

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 of this state, its subsidiaries, affiliates, agents or branches.

STATE OF OREGON, County of Multnomah,
 Personally appeared the undersigned,
 R. J. CARVALHO, and acknowledged the foregoing
 (OFFICIAL SEAL)
 NOTE—The sentence between the symbols ©, if not appearing, renders the instrument void.
 Bargain and Sale

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

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.

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

Donald R. Tompkins (SEAL)

Janice A. Tompkins (SEAL)

(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 Klamath

March 25, 1970

Personally appeared the above named Donald R. Tompkins and Janice A. Tompkins and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Mike Lunnels*
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 9/23/73

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 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 _____, 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 authority 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: _____

TRUST DEED

(FORM No. 88)

Donald R. Tompkins, husband

Janice A. Tompkins, wife

Grantor

Safeway Portland Employees

Federal Credit Union

Beneficiary

STATE OF OREGON, ss.

County of Klamath

I certify that the within instrument was received for record on the 26th day of March, 1970 at 3:52 o'clock P.M., and recorded in book M-70 on page 2371. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM D. MILNE

COUNTY CLERK

Title: *Charles J. Venetian*

Deputy

FEE \$3.00

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

SAFEMAN PORTLAND EMPLOYEES FCU

2537 S. E. HAWTHORNE BLVD.

PORTLAND, OREGON 97214

233-6264

Order # A-20131

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____

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.

STATE OF OREGON, County of _____, ss.
Personally appeared _____, who, being duly sworn, did say that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
(OFFICIAL SEAL)
NOTE—The sealant between the symbols (S) and (S) is not applicable to this form.
Bargain and Sale Deed