

71-63 48427 0 19th day of Janu 19 1971, between
THIS TRUST DEED, made this

VOL 111 PAGE 656

E. WILLARD CEDARLEAF and VIOLA S. CEDARLEAF, husband and wife, as Grantor,
ROBERT D. BOLVIN, attorney, as Trustee,
and BANK OF KLAMATH COUNTRY as Beneficiary.

WITNESSETH:

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

PARCEL 2: Lots 77, 78, 79 and 80 of BALSIGER TRACTS.

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 \$ 45,000.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to
Beneficiary or order and made by Grantor, E. Willard Cedarleaf and Viola S. Cedarleaf
the final payment of principal and interest thereof, if not sooner paid, to be due and payable January 25 19 81.

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, cove-
nants, conditions and restrictions affecting said property.

4. To keep the buildings now or hereafter on 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 and retained by the Beneficiary and at least
five days prior to the expiration thereof renewal or substitute
policies shall be delivered 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 restora-
tion 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 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 the covenants hereof and for such payments, with
interest as aforesaid, the property hereinbefore described, 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 without
notice, and the non-payment thereof shall, at the option of the
Beneficiary, render all sums secured by this trust deed imme-
diately 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
Beneficiary shall estimate to be sufficient to produce, at least one
month prior to the time when payment thereof shall become due,
the amount of (a) taxes, assessments and other governmental
rates and charges against said property, (b) premiums upon
insurance against loss or damage to said property and (c)
premiums on insurance covering repayment of all or any part of
the indebtedness hereby secured, if Beneficiary carries such
insurance. If the sums so paid shall be less than sufficient for said
purposes, Grantor will also pay, upon demand, such additional
sum as Beneficiary shall deem necessary therefor. If Grantor
desires a "package" plan of insurance which includes coverage in
addition to that required under this Trust Deed, Beneficiary may,
at its option, establish and administer a reserve for that purpose.
If the package plan reserve is not sufficient to pay the renewal
premium on a package plan policy, then Beneficiary may use such
reserve to pay premiums on a policy covering only risks required
to be insured against under this Trust Deed and allow the written
insurance plan to lapse. Beneficiary shall, upon the written
direction of the Grantor, and may, without such direction, apply
sums paid by Grantor and held by Beneficiary to the purposes
aforesaid; but the receipt of such sums shall not, in the absence of

such direction, impose any duty upon Beneficiary to disburse the
same or relieve Grantor from his covenants to pay said obligations
and keep the property insured. Beneficiary may, from time to
time, establish reasonable service charges for the collection and
disbursement of premiums on package type insurance policies.
Beneficiary shall not, whether or not service charges are imposed,
be subject to any liability for failure to transmit any premiums to
any insurer or by reason of any loss growing out of any defect in
any insurance policy.

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 trustee's 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:

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 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
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 easement or creating any restriction thereon; (c) join in any
subordination or other agreement affecting this deed or the lien
or charge 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 time without notice, either in person, 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 profits, including those past due and unpaid, and apply
the same, less costs and expenses of operation and collection,
including 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 prop-
erty, 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.

13. Upon default by Grantor in payment of any indebted-
ness 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 hereby, whereupon the Trustee
shall fix the time and place of sale and give notice thereof as then
required by law.

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 of 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.

A-20615

FORM No. 690-D
71-63
THIS TRUST DEED
E. WILLARD
HAROLD L.
ROBERT D. BOLVIN
and BANK OF KLAMATH COUNTRY

Grantor irrevocably
Klamath
PARCEL 1: Lots 68
FALLS.

which said described real property
appurtenances and all other rights
thereof and all fixtures now or hereafter
attached to or used in connection with said real estate,

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