

THIS TRUST DEED, made this day of August , 19 72 between
 Holland Daryl Butler and Michele F. Butler, husband and wife as Grantor,
 Pioneer Title Company , as Trustee,
 and Joey W. Acaturri and Pauline B. Acaturri, husband and wife 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:

Lot 9, Block 4 of First Addition to Moyina Manor, Klamath
 County, Oregon.

Upon any sale or transfer of subject property, this Trust Deed
 must be paid in full.

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 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
 final payment of principal and interest hereof, if not sooner paid, to be due and payable February 15 , 19 73.

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.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$, written in

companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges due or levied or assessed on 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 set forth in the note secured 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 waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter 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 nonpayment thereof shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as 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 security rights or powers of 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 costs and expenses, including evidence of title and the beneficiary's or trustee's or attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed 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 such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 that all or any portion of the amount required 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, both in the trial and appellate courts, 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.

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 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 grantor 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 not less than \$5.

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, 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.

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 or in his performance of any agreement hereunder, the 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 foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event 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 86.740 to 86.745.

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 86.760 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, 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 and attorney's fees not exceeding \$50 each.

14. After the lapse of such time as may then be required by law following the recording of said notice of default and the giving of said notice of sale, trustee shall sell said property as provided by law, 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 of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding 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 as their interests may appear in the order of their priority and (4) the surplus, if any, 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 or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. 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.

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 such 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.

AUG 16 19 52 AM 1972

16916 00

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.

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.

Holland Daryl Butler (SEAL)

Michelle F. Butler (SEAL)

(SEAL)

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

(ORS 93.490)

STATE OF OREGON,)

County of Lane) ss.

August 15th, 1972

Personally appeared the above named Holland Daryl Butler and Michelle F. Butler, and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Donald W. Butler

Notary Public for Oregon

My commission expires:

July 21, 1975

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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Compliments of
CASCADE TITLE COMPANY
972 Oak Street
Eugene, Oregon

TRUST DEED

Grantor

Beneficiary

STATE OF OREGON,)

County of OREGON) ss.

I certify that the within instrument was received for record on the 16th day of AUGUST, 1972, at 9:52 o'clock A.M., and recorded in book M 72 on page 9115 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. D. MILNE

County Clerk-Recorder

By *Deputy* Deputy

Return to:

Western Escrow, Inc.
4001 West 17th Ave.
Eugene, Oregon 97401

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.

420
Local File Number
420
AUG 16 9 53 AM 1972
STATE OF OREGON-STATE BOARD OF HEALTH
Vital Statistics Section

CERTIFICATE OF DEATH

State File Number
05263523

DECEASED-NAME		First Middle Last	
Arthur George		Kloha	
1. RACE (White, Negro, American Indian, etc. (specify))		2. DATE OF BIRTH (month, day, year)	
White		June 7, 1912	
3. COUNTY OF BIRTH		4. DATE OF DEATH (month, day, year)	
Jackson		November 25, 1972	
5. CITY, TOWN, OR LOCATION OF BIRTH		6. HOSPITAL OR OTHER INSTITUTION (if not in either, give street and number)	
Ashland		Ashland Community Hospital	
7. STATE OF BIRTH (if not in U.S.A., name country)		8. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify)	
Oregon		Married	
9. USUAL OCCUPATION (give kind of work done during most of working life, even if retired)		10. CITIZENSHIP (specify)	
Truck Driver		U.S.A.	
11. SOCIAL SECURITY NUMBER		12. CITY, TOWN, OR LOCATION	
558-24-0308		Ashland	
13. RESIDENCE-STATE		14. CITY, TOWN, OR LOCATION	
Oregon		Ashland	
15. FATHER-NAME		16. MOTHER-NAME	
Chris Kloha		Ida Kloha	
17. DEATH WAS CAUSED BY:		18. (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), and (c))	
(a) Immediate cause		19. DEATH OCCURRED (enter nature of injury in part I or part II, item 18)	
Rear end surgical infarction		1 day	
(b) due to, or as a consequence of:		20. IF YES, were findings considered in determining cause of death?	
Cyanic occlusion		1 day	
(c) due to, or as a consequence of:		21. IF YES, were findings considered in determining cause of death?	
Arteriosclerosis		year	
PART II. OTHER SIGNIFICANT CONDITIONS: conditions contributing to death but not related to cause given in Part I (a)		22. AUTOPSY (Yes or No)	
		No	
23. ACCIDENT (specify yes or no)		24. HOW INJURY OCCURRED (enter nature of injury in part I or part II, item 18)	
No		25. PLACE OF INJURY (home, farm, street, factory, etc. (specify))	
26. INJURY AT WORK (specify yes or no)		27. LOCATION (street or R.F.D. No., city or town, county, state)	
No		Ashland, Oregon 97520	
28. CERTIFICATION (month, day, year)		29. DATE OF DEATH (month, day, year)	
February 10, 1971		June 7, 1972	
30. PHYSICIAN (name, address, telephone)		31. DATE SIGNED (month, day, year)	
Dr. J. R. Reynolds		June 8, 1972	
32. MAILING ADDRESS (if different from above)		33. CITY OR TOWN	
450 Siskiyou Blvd		Ashland, Oregon 97520	
34. BURIAL (specify yes or no)		35. DATE OF BURIAL (month, day, year)	
Yes		6/9/72	
36. PLACE OF BURIAL (cemetery, crematorium, etc. (specify))		37. DATE RECEIVED BY LOCAL REGISTRAR	
Scenic Hills Mem. Park		6-12-72	
38. FUNERAL HOME (name and address)		39. DATE RECEIVED BY STATE REGISTRAR	
LITWILLER FUNERAL HOME INC. - 1871 Ashland St.		97520	
40. REGISTRAR'S SIGNATURE		41. DATE RECEIVED BY STATE REGISTRAR	
Charlotte B. Sutcliffe, Deputy		6-12-72	
42. RESERVED FOR REGISTRAR'S USE		43. RESERVED FOR REGISTRAR'S USE	

STATE OF OREGON

CERTIFIED COPY OF DEATH RECORD

COUNTY OF JACKSON

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Jackson County Health Department.

Date 6/21, 1972

(SEAL)
VOID IF ALTERED

Registrar Vital Statistics

By Charlotte B. Sutcliffe, Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of DAVIS, AINSWORTH & PINNICK

this 16th day of AUGUST A. D., 19 72 at 9:53 o'clock A. M., and duly recorded in

Vol. M. 72 of DEEDS on Page 9147

FEE \$2.00

WM. D. MILNE, County Clerk

By Hazel Drazil