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Parcel 1: A parcel of land lying in the NW 1/4 NW 1/4 Section 8

Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at an iron pin which lies South 80°22 1/2' East along the seciton line a distance of 1321.4 feet and South 0°40 1/2' East along the 40 line which is also the West line of Westover Terraces, a distance of 626.5 feet from the Northwest corner of Section 8 Township 39 S.R. 9 E.W.M. and which iron pin also marks the Southeast corner of the land heretofore deeded to Gertrude Cleve by deed recorded in Vol. 102, page 16, Deed Records of Klamath County, Oregon, and running thence: North 89° 22 1/2' Rest along the Southerly boundary of the above mentioned Cleve Tract a West along the Southerly boundary of the above mentioned Cleve Tract a way of the Ashland-Klamath Falls Highway 30 feet at right angles from the center of said highway; thence South 38°40 1/2' West along the Southerly right of way line of the above mentioned highway and 30 feet at right angles from its center, a distance of 150 feet to an iron pin; thence at right angles South 51° 19 1/2' East a distance of 260.4 feet, more or less, to an 10°40 1/2' West along the Westerly boundary of Westover Terraces a distance of 278.7 feet, more or less, to the point of beginning.

Saving and excepting from the above described parcel beginning at an iron pin which lies South 89° 22 1/2! East a distance of 1321.4 feet and South 0°40 1/2! East a distance of 626.5 feet from the iron pin which marks the Northwest corner of Section 8 Township 39 S.R. 9 E.W.M., in Klamath County, Oregon, and running thence: North 89°22 1/2! West a distance of 26 feet to a point; thence South 64°10 1/2! East a distance of 29.1 feet to a point which is the Southwest corner of Lot 4 in Block 14 Westover Terraces subdivision; thence North 0°40 1/2! West along the West line of Westover Terraces a distance of 12.4 feet, more or less, to the point of beginning.

Parcel 2: Beginning at a point which lies South 89°22 1/2' East a distance of 1321.4 feet and South 0°40 1/2' East a distance of 626.5 feet and North 89°22 1/2' West a distance of 29 feet from the iron pin which marks the Northwest corner of Section 8 Township 39 S.R. 9 E.W.M. and running thence: continuing North 89°22 1/2' West a distance of 80.2 and running thence: continuing North 89°22 1/2' West a distance of 80.2 feet to an iron pin which is on the Southerly right of way line 30 feet at right angles Southerly from the center of the Ashland-Klamath Falls Highway; thence North 38°40 1/2' East along the said Southerly right of way line of the Ashland Klamath Falls Highway a distance of 35.0 feet to a point; thence the Ashland Klamath Falls Highway a distance of 35.0 feet to a point; thence South 64°10 1/2' East a distance of 64.7 feet, more or les, s to the point of beginning, being a portion of the NW 1/4 NW 1/4 of Section 8 Township 39 S., R. 9 E.W.M.

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 immediately due and payable and constitute a breach of this trust deed.

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 package 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

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 \$10.00.

- services mentioned in this paragraph shall be \$10.00.

  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.
- secured nereby, 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 of default hereunder or invalidate any act done pursuant to such notice.
- 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 hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

NOTE: The Trust Dead Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Ber, a bank, trust company or savings and ioan 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 729, its subsidiaries, affiliates, agents or branches.

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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 \$ 9,000.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to
Beneficiary or order and made by Grantor, BRIAN O. McCALL the final payment of principal and interest thereof, if not sooner paid, to be due and payable October 1

To Protect the Security of this Trust Deed, Grantor agrees:

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- 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, covenits, conditions and restrictions affecting said property.
- 3. To comply with all laws, ordinances, regulations, covenants, 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 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 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 that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary, should the Grantor fail to make payment of any taxes, assessments, insurance p
- 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 package 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 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 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 \$10.00.

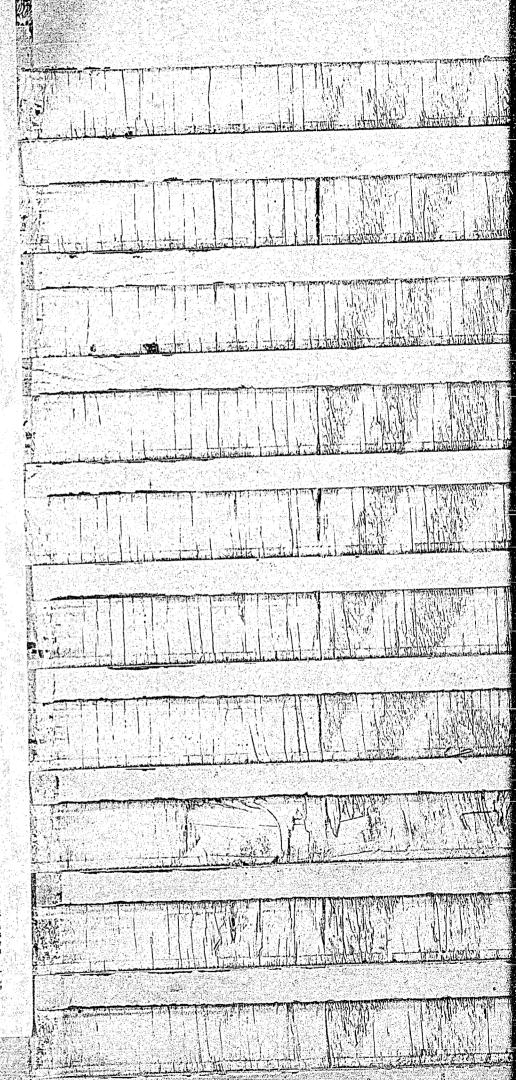
  11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by
- services mentioned in this paragraph shall be \$10.00.

  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.
- secured nereby, 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 of default hereunder or invalidate any act done pursuant to such notice.
- 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 hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

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.



Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for conc Will be made Assistant Cashler - Manaker The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed table for some the foreby are directed, on payment to you of any sums owing to you under the terms of said trust deed (which are delivered to you of said trust deed (which are delivered to you of said trust deed (which are delivered to you be said trust deed (which and to reconvey, without warranty, to the parties designated by the terms of said trust deed the said trust deed and to reconveyances and documents to FIRST NATIONAL BANK OF OREGON .bisq need everl enoisegildo nerly ylno besu ed oT REQUEST FOR FULL RECONVEYANCE TR 2:44 FIRST NATIONAL OF OREGON Q. OF UST ש OREGON, of to: Klama National Ö ,Box 608 Š t the for D KIL e within instru-record on the PARTS 1972... H HIM П Falls nk of ( ed 0 My commission expires:

My commission Expires May 5, 1976 Notary Public for Oregon My commission expires: Notary Public for Oregon (avas) a corporation, and that the seal affixed to the foregoing instrument to the corporation, and that the seal affixed to provided said corporation has such seal) and that said instrument was signed and sealed on behalf of suid corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me: (Seal) Cour DIOJOH -poop pun jon Abjunjon od ot insmunismi gniogorol odi bogbolwonigon bm Brian O. McCall, a single man our s Personally appeared the above named who being duly sworn, did say that he, 1972 **'81** Personally appeared "lo Liuno) KIVWVIH SLVLE OF OREGON, STATE OF OREGON, County of CORPORATE ACKNOWLEDGMENT (ZEVT) (SEVI) Mondail) (Brian O. Mecall)

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

and secure of the source by the first deed due and payments of the benefit of and binds all parties to the benefit of and binds all parties thereto, their heirs, legatees, devisees, daministrators, euccessors 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 secured hereby, whether or not named as a beneficiary herein. In masculing this deed and whenever the context so requires, the masculine gender, includes the plural.

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und hatch Grantor, become tenny or trustee anan be a pairty unuese and with which drantor, becomeding is brought by Trustee.

19. The Grantor coverants and agrees to and with the learn to coverants and agrees to an with the seriod clear the stand hat he is the working of and described real property and has a 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 whomsover.

20. Grantor shall not, without the prior written consent of Benteliciary, transfer Grantor's interest in the property or any part thereof, whether or not the transferce ascured. Upon any application for part the transferce such information as would normally, be part the indebtedness hereby secured. Beneficiary may equite to the transferce were a new loan asplicant, Beneficiary by the indebtedness hereby secured to condition of its shall not unreasonably withhold its consent. As a condition of its shall not unreasonably withhold its consent. As a condition of its consent to any transferce were a new loan may increase the interest of the indebtedness hereby secured by not more than one of the indebtedness hereby secured by not more than one percent the rantum. If the Grantor shall cease to compy the property, the Boneficiary may and its option, without notice, decising the Boneficiary in ordinary change in the ownership of said the Boneficiary, there shall be any change in the ownership of said the Boneficiary in ordinary the property, the Boneficiary may, in its option, without notice, decising the entire sum secured by thus the decided due and payable.

21. This Deed applies to, inners, decided due and payable.

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and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending fall under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless in which Grantor, Beneficiary or Trustee shall be a party unless in which can proceeding is brought by Trustee.

reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorded and be countly or countles in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee.

A Commission of the Commission

ine to line appoint a successor or successors to any Trustee time to line appoint a successor or successors to any 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 bretein named or appointed duties conferred upon any Trustee bretein anamed or appointment and substitution shall be made by written instrument executed by Beneficiary, containing by written instrument executed by Beneficiary, containing

heron, Trustee sells pursuant to the powers provided the provided that the first of the payment of (1) heron, Trustee shall apply the proceeds of sale to payment of the the corpenses of sale, including a reasonable charge by the Trustee. (2) to the obligation secured by the trust deed (3) to all persons the trust deed as their interest may appear in order of their trust ee in priority and (4) the surplus, if any, to the Grantor or to his priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to use surplus.

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, such such of said notice of said, such of said notice of said, either as a whole films and place itsed by it is said notice of saic, either as a whole or in separate parcels, and in such order as it may determine, at or in separate parcels, and in such order as it may determine, at the United States, payable at the time of saie. Trustee shall be conveying the property so sold, but without any covenant or deliver to the purchaser its deed in form as required by law matters to the purchaser its deed in form as required by law matters or facts faill be conclusive proof of the truthfulness thaters or facts faill be conclusive, but including the Conveying the proporty and said the said. Any person, excluding the Trustee, but including the Granton and Beneficiary, may purchase at the said. Granton and Beneficiary, may purchase at the said.

Trustee for the Trustee's said, the Grantor or other time and date set by the Trustee for the Trustee's said, the Grantor or other person so privileged by ORS 66,60 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 and no default occurred, and the Grantor or other person making such payment shall also pay to the Brantor or other person making such payment shall also pay to the Brantor or other person making of the object of the object of the forms of the object of the forms of the appearance in including Trustee's and Attorney's fees not exceeding \$50 it actually incurred, such default shall thereby be cured.

