

St-1

28-3897

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

Lot Seven (7), Block Ten (10), First Addition to Jack Pine Village, according to the official plat thereof on file with the County Clerk of Klamath County and Subject to the Building and Use Restrictions on file in Volume M-72, at Pages 6811 and 6812 Deed Records.

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 Fifteen Hundred Fifteen and No/100 -- -- -- (\$1515.00) -- -- -- 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 August 10th 1977.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set their hands and seals, and caused the same to be attested by the undersigned, on this day of August, 1977.

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 order, damaged or destroyed thereon, such improvements as may be required, at their expense, in manner any building or improvement which has been constructed, damaged or destroyed thereon, and to pay for the same the costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the holder makes requests, to file and restrictions affecting said property; if the holder makes requests, to file and restrictions affecting said property; if the holder makes requests, to file and restrictions affecting said property;

4. To provide and continuously maintain insurance on the buildings owned by him officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the said premises 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 \$ _____ none _____ written in
completes acceptable to the beneficiary, with loss payable to the beneficiary as soon as insured;
policies of insurance shall be delivered to the beneficiary to procure any such insurance and to
if the grantor shall fail to do so, the beneficiary at least fifteen days prior to the date of the
the grantor shall pay to the beneficiary at least fifteen days prior to the date of the building
tion of any policy of insurance now or hereafter at grantor's expense. The amount
the beneficiary may be applied to the life or other insurance policy may be applied to the beneficiary
any underwritten life or other insurance policy secured hereunder by the beneficiary
may determine, or at option of beneficiary, the entire amount so collected, or such
amount thereof, may be released to grantor. Such application or release, in whole or in part,
may cure or waive any default or notice of default hereunder, or operate as a
act done pursuant to said release, and premises free from mechanics' liens and to pay all
to \$ _____. To the extent of the amount so released, the beneficiary shall be released upon o

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

7. To appear in and defend any action or proceeding brought by the beneficiary or trustee; and in any such action or proceeding to defend the beneficiary or trustee may appear, including but not limited to, the beneficiary or trustee's attorney, and to take any action or proceeding to enforce the terms of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's attorney's fees; it is further agreed that in the event of an appeal from any judgment rendered by 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.

It is mutually agreed that:

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 right, if 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 costs, expenses and attorney's fees necessarily incurred in connection with such taking, be paid to the beneficiary.

[illegible]

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

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an individual or a corporation organized under the laws of this state, its subsidiaries, affiliates, agents or branches.

or savings and loan association, or any other financial institution, or any real property of this state, its subsidiaries, affiliates, agents or brokers.

endorsement (in case of future payment) of the indebtedness, trustee may
the liability of said grantor for the payment of said debt; (b) join in
the making of any map or plat of said property; (c) join in
(a) any mortgage, deed, lease, conveyance, or other instrument, or in
executing any easement or creating any restriction thereon, or the lien or charge
subordination or other agreement affecting the title to or any part of the property;
thereof; (d) reconvey, and may be described as the "person or persons
grantee in any of the foregoing; and the recitals therein of any matters or of any
legality of any of the foregoing, shall be conclusively and irrefragably
conclusive proof of the truthfulness thereof. Trustee shall not be liable for any of the
services mentioned in this paragraph (b) for more than \$5.00 per year.

[illegible][illegible]

13. After default at any time prior to the maturity of the loan, the trustee for the trustee's sale, the beneficiary or his successors in interest, respectively, the entire amount of the loan due under the terms of the trust deed and the obligation secured hereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not have been due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee, and at the time an

[illegible][illegible]

16. For any reason permitted by law beneficiary or beneficiaries of this trust shall not be deemed herein or to a successor trustee appointed or successors to any such appointment, and without the consent of the trustee, the latter shall be vested with all title and conveyance to the trust property, and shall have the right to execute and deliver all deeds conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be deemed to be a deed of the trustee, and shall be binding upon the trustee and the instrument executed by beneficiary. The recording of any deed or deed of substitution in the office of the County Clerk of the county in which the land is situated and its place of recording in the office of the County Clerk of the county in which the land is situated shall be conclusive proof of proper appointment of the trustee and of the duly executed aforesaid deed.

17. Trustee accepts this trust as provided by law. Trustee is acknowledged to be a party hereto of pending sale under any other deed or instrument, and shall be deemed to be a party to any action or proceeding in which grantor, beneficiary or trustee is a party, and shall be a party unless such action or proceeding is brought by trustee.

the beneficiary and those claiming under him, that he is la
ty and has a valid, unencumbered title thereto

The grantor covenants and agrees to and with the beneficiary, _____, fully 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.

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

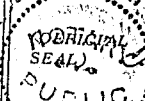
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below);
(b) ~~not for the purchase of real estate or for business or commercial purposes other than agricultural purposes.~~

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 the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.
(If the signer of the above is a corporation use the form of acknowledgment opposite.)

STATE OF OREGON,
County of WASHINGTON } ss.
8-2, 19 72.
Personally appeared the above named
Robert D. Wiley and Marta M. Wiley
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

(ORS 93.490)
STATE OF OREGON, County of _____) ss.
_____, 19_____.
Personally appeared _____ and
_____ 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 _____
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 be-
half 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 (OFFICIAL SEAL)
My commission expires:

TRUST DEED

(FORM No. 881)

Grantor

Beneficiary

STATE OF OREGON
County of KLAMATH } ss.

I certify that the within instru-
ment was received for record on the
9th day of November, 19 72, at
10:30 o'clock A.M., and recorded
in book M. 72 on page 12913 or as
filing fee number 7011, Rec-
ord of Mortgages of said County.

Witness my hand and seal of
County affixed.

W. D. MILNE

COUNTY CLERK

Title
By Betty Ahern Deputy
FEE \$ 1.00

STEVENS-NESS LAW P.B. CO., PORTLAND, ORE.

Betty Ahern
Star Rt. 2, Box 42
La Plne, Oregon 97739

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.