

SM

WITNESSETH:

Lots Six (6) and Seven (7), Second Addition to River Pine Estates, 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 6815 and 6816 Deed Records.

[illegible][illegible][illegible]

4. To provide and continuously maintain insurance 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

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

[illegible]

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the notary's certificate to and with

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

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an individual or savings and loan association authorized to do business under the laws of this state; its subsidiaries, affiliates, agents or branches.

[illegible][illegible]

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 the 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 by the lender in reliance upon the payment of any indebtedness secured hereby, and in such case the lender may determine.

12. Upon default by grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the beneficiary or beneficiaries of the sums secured hereby immediately due and payable to the beneficiary or beneficiaries of this election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or the trustee or trustees of this trust deed may cause by advertisement and sale to direct the trustee or trustees of this trust deed to sell the said described property to satisfy the obligation secured hereby, whereupon the trustee or trustees of this trust deed shall be authorized to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee or trustees of this trust deed shall file 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 GFL § 240.1c, § 86.795.

13. After default at any time prior to live days before the date set for the trustee for the sale, the grantor or other person so privileged to sell the ORS 86.760, may pay to the beneficiary or his successors in interest, the sum of live days interest on the amount then due under the terms of the deed, and the costs actually incurred in securing the same, and the attorney's fees not exceeding \$50 each other than such person of the principal as would not be due had no default occurred, and thereby cure the default, in which event the deed shall be deemed to have been duly performed, and the time for the payment of the principal shall be deemed to have been extended to the time of the payment of the principal.

all deeds had no force or effect, and all proceedings shall be dismissed by the trustee, if the trustee so directs. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell the parcel or parcels in one parcel or in separate parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. The trustee shall auction to the highest bidder for cash, payable as required by law conveyed to the purchaser its deed, without any covenant or warranty, express or implied. The recitals in the deed or any matters of fact shall be conclusive proof of the facts therein stated by any person, excluding the trustee, but including the purchaser.

15. When trustee sells property to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the indebtedness of the trustee and a reasonable fee, (3) to all persons entitled to compensation of the trustee and a reasonable fee, (4) to the attorney, (5) to the obligation secured by the property sold, (6) to the beneficiary having recorded liens said to be in the interest of the trustee in the (7) deed as his interest may appear in the order of their priority and (8) to the balance of the proceeds to the grantor or his successor in interest entitled to the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. For any reason permitted by law beneficiary may hold in trust for any successor or successors to any trustee named herein, and with the consent of the donor the latter shall be vested with all powers and authority conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by instrument executed by beneficiary, which shall be recorded in the office of the Clerk of the county or counties in which the property of the trust is located, and its place of recording shall be noted in the office of the Clerk of the county or counties in which the property of the trust is located, for authentic proof of proper appointment and substitution.

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 de 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 1
 rty and has a valid, unencumbered title thereto

an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or the United States, or a title insurance company authorized to insure

an attorney, who is a resident of Oregon or the United States, or a title insurance company, some-
times.

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) ~~for the education or benefit of grantor or a natural person or for business or commercial purposes other than agricultural~~
 purposes.

XXXXXX
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 line out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, and the beneficiary is a creditor, 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.)

{ORS 93.490}

STATE OF ~~California~~, California)
County of Los Angeles) ss.
September 22, 1973

Personally appeared the above named
Clyde J. Simpson & Carolyn S. Simpson
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

(OFFICIAL Before me: *Alonso M. Cepas*



OFFICIAL SEAL
Notary Public for ~~Florida~~
DULORES M. CRIVARO
Notary Commission Expires
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
Commission Expires May 25, 1975

STATE OF OREGON, County of.....) ss.

Personally appeared _____ and _____, who, being duly sworn, 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 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
My commission expires:

(OFFICIAL
SEAL)

TRUST DEED

(FORM No. 881)

Grantor

Beneficiary:

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 5th day of November, 1972, at 10:30 o'clock A.M., and recorded in book N 72 on page 12319 or as filing fee number 70175. Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

WM D WITNE

COUNTY CLERK

COUNTY CLERK		Title
Karl Praeger		Deputy

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF NEW YORK CITY
100 N. 3RD ST. NEW YORK, N.Y. 10012
ROBERT AND DORIS

Betty Ahern
Star Rt. 2, Box 42
La Pine, 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.