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WITNESSETH:

Lot Five (5), Block Seventeen (17), 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 appurtenant thereto and on file in Volume M-72 at pages 6815 and 6816 Deed Records.

purtenances and all other rights therein and to be used in connection with said real estate, 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 Sixteen Hundred Fifteen and No/100---(\$1615.00)----- 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 Pursuant to Note _____, 19____.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said building in good condition and repair; not to remove or demolish any building or improvement thereon; and permit any waste of said property.

and repair; not to remove or demolish any said property.
Not to construct, alter, repair, or improve any building, workmanlike
to complete or restore promptly and in good and workmanlike
manner any building or improvement damaged or destroyed, damaged or
destroyed therefor, or to pay for all costs incurred therefor.
To comply with all laws, ordinances, regulations, covenants, conditions
and restrictions affecting said premises pursuant to the Uniform Commercial
Code in effect at the time of the execution of this lease.
To maintain the building and its contents in good condition and to pay for
proper public utility or office charges, including telephone, fire, police, fire
insurance, and other charges 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; and
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 date
the beneficiary may procure the same at grantor's expense. The amount
of insurance the beneficiary may procure the same at grantor's expense. The amount
collected under any fire or other insurance policy may be applied by benefi-
ciary under any indebtedness of beneficiary hereby and in such order as beneficiary
may determine, or a portion of beneficiary the entire amount so collected shall
not cur or waive any default or notice of default hereunder or invalidate any
act done pursuant to such notice.

[illegible]

render all sums secured by this deed, and the costs and expenses of this trust including the costs of constitute a breach of this deed, and the costs and expenses of this trust including the costs of
6. To pay all costs, fees and expenses of the trustee incurred in connection with the performance of his obligations of title search as well as the other costs and expenses of the trustee and attorney 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 the beneficiary or trustee may appear, including any suit for enforcement of this deed, to pay all costs and expenses of the action or proceeding in the enforcement of this deed, to pay all costs and expenses of the attorney's fees; and
8. To provide evidence of title and the beneficiary's or trustee's compliance with paragraph 7 in all cases shall the amount of the trustee's fees mentioned in paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such amount as the decree of the appellate court shall adjudicate 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 the right, if it so elects, to require that all or any portion of the money paid in 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 fees necessarily paid by beneficiary on all reasonable costs, expenses and shall be paid to beneficiary incurred by grantor in such proceedings, and attorney's fees shall be 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 balance of the indebtedness of beneficiary and grantor agrees, at its own expense, to take such action as may be necessary to secure 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 the beneficiary, payment of its fees and presentation of this deed and the notes and with

ficiary, payment of its fees and presentation of this bill

endowment (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the said property; (b) join in (a) consent to the making of any map or plan; (c) join in any agreement or arrangement affecting this deed or the lien or charge or subordination of the said property; (d) reconvey, without warranty, all or any part of the said property to the said "person or persons" grantee in any reconveyance may be described as "person or persons" legally entitled thereto, and the receipt thereon 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, the receiver may at any time without notice, either personally or by a duly authorized agent or attorney by a court, without regard to the adequacy of any security or otherwise, enter upon and take possession of the said property, crop the land thereon, collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses, to the satisfaction of the said debt, and in such order as the trustee's fees upon the indebtedness secured hereby, and in such order as the beneficiary may determine, for the possession of said property, the said

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 action brought pursuant to such notice.

12. In the performance of any agreement hereunder, the beneficiary may hereby declare all sums secured hereby immediately due and payable. In such an event, the beneficiary at his option may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosure and sale. I direct the trustee to foreclose this trust deed, the trustee shall execute and cause to be recorded his notice of default and his election to sell the property upon the trust deed, and the beneficiary shall be satisfied with the sale of the property and shall fix the time and place of the sale of the property and the trustee shall give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.795.

13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by law to foreclose this trust deed may, at his or her option, elect to pay, in full, to the ORS 86.740, may pay to the beneficiary or his successors in interest, except that if the ORS 86.740, the entire amount then due, including costs and expenses actually incurred in the foreclosure, and the entire amount of the obligation and trustee's and attorney's fees and costs, including the costs of the obligation and trustee's and attorney's fees and costs, including \$50 each) other than such portion of the principal as would not then be due had no default occurred, and the entire amount of the obligation, in which event the entire amount of the obligation shall be deemed to have been paid by the trustee.

14. 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 said property either in parcels or in separate parcels and shall sell the same at public auction to the highest bidder for cash, with or without a reserve price. The trustee shall deliver to the purchaser a deed in fee in form as required by law conveying the property sold, but without any covenant or warranty, and a bill of sale, duly signed and attested, and a bill of particulars of the sale, including the purchase price, and including the truthfulness of the statement of the beneficiary, may purchase at the sale. The trustee shall provide herein, trust

15. When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonable fee by trustee's attorney, (2) to the obligation secured by the mortgage, (3) to all persons having recorded liens said to be in the interest of the trustee in the trust deed as said persons may appear in the order of their priority and then as 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 with the conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by an instrument executed by beneficiary, containing reference to this deed and to the 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 appointment of the successor trustee.

17. Trustee accepts this public record as provided by law. Trustee hereby acknowledges and agrees to notify any party hereto of pending sale under deed obligated to him by any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

trust or of any action or proceeding in which the trustee shall be a party unless such action or proceeding is brought by trustee.

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

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) for an organization, or (even if grantor is a natural person) are 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.)

(ORS 93.490)

STATE OF OREGON,)

County of Los Angeles) ss.
April 25, 1973

Personally appeared the above named
Rita Le Nell Oldham

and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)



OFFICIAL SEAL
DOLORES M. CRIVARO
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My Commission Expires May 25, 1975

Dolores M. Crivaro

STATE OF OREGON, County of) ss.

Personally appeared _____, 19_____,
_____ 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)

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
8th day of May, 1973,
at 3:28 o'clock P.M., and recorded
in book M.73 on page 5563 or as
filing fee number 76223, Record
of Mortgages of said County.

Witness my hand and seal of
County affixed.

WM. D. HILNE

COUNTY CLERK

Title

By *Hazel D. Hargis* Deputy

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Betty Jane Ahern
St. 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.

FEES \$ 4.00