

THIS TRUST DEED, made this 11th day of June, 1973, between
J. C. Foster and Clara M. Foster, husband and wife, as Grantor,
and Glenn R. Smith, and upon his death Wes R. Smith, as Trustee,
and _____, as Beneficiary,
WITNESSETH:

and Glenn R. Smith, **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 6 and the S 1/2 of Lot 7, GARDEN TRACTS
Klamath County, Oregon

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 -----**SIX THOUSAND FIVE HUNDRED** and no/100---(**\$6,500.00**)----- 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 -----**January**-----, **1920**

endorsement (in case of full reconveyance, for cancellation), without affecting the right of the trustee to enforce payment of the indebtedness, trustee may

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.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; and to pay for filing same in the Uniform Commercial Code as the beneficiary may require, and to pay for filing same in the local Code as the beneficiary may require, as well as the cost of all lien searches made prior public office or offices, as may be deemed desirable by the beneficiary, and to pay for 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

[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]

ney's fees on such appeal.

[illegible]

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

The grantor covenants and agrees to and with the beneficiary and those claiming under him, 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.

endowment (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 any deed, mortgage, lease, easement or creating any restriction thereon; (c) incur or charge subordination or other agreement affecting any part or parts of the property; (d) reconvey, whenever same may be described as the "person or persons to whom the property shall be conveyed," and the recitals therein of any money or fees for any of the above mentioned purposes shall be not less than \$5.

[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 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.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time of place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall be entitled to sell the same in one parcel or in separate parcels at the time of sale. Trustee's auction to the highest bidder for cash. The deed in form as required by law conveyed shall deliver to the purchaser of the property sold, and shall be conclusive proof of the truthfulness thereof. Any and all matters or questions shall be conclusively determined by the trustee, and the trustee shall be conclusively bound by the truthfulness thereof. Any and all matters or questions shall be conclusively determined by the trustee, and the trustee shall be conclusively bound by the truthfulness thereof. Any and all matters or questions shall be conclusively determined by the trustee, and the trustee shall be conclusively bound by the truthfulness thereof.

[illegible]

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 trust created hereunder. Upon such appointment, and without the necessity of conveying title to the successor trustee, the latter shall be vested with all powers, rights and duties conferred upon any trustee as herein provided hereunder. Each such appointment of a successor trustee shall be made by written instrument executed by the appointing trustee, containing reference to this trust agreement, and duly recorded, which, when recorded in the office of the County Clerk or Recorder of the county or counties wherein the property is situated, shall constitute full and complete receipt and acknowledgment of the

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 deed in 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.

shall be a party unless such action or proceeding is brought by trustee.

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 purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent;
(c) for the purchase of a dwelling, use Stevens-Ness Form No. 1306, or equivalent.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract 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 Klamath

June 11, 19 73

Personally appeared the above named

J. C. Foster and Clara M. Foster

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

Before me:
(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-21-77

(ORS 93.490)

STATE OF OREGON, County of

, 19

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)

Marlene T. Addington

Notary Public for Oregon

My commission expires: 3-21-77

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 13th day of JUNE, 19 73, at 11:16 o'clock A.M., and recorded in book M. 73 on page 7287, or as filing fee number 77621, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

By Harold J. Dwyer Deputy

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

Cammy & Norta
514 Walnut
City

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.