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D.S. 7505

## TRUST DEED

Reliable Credit Association, Inc. Vol. *m*9114  
14 Page

## Beneficiary

1195 S.E. Powell Blvd.  
Portland, Oregon 97242

Number

Due Date

Benjamin DeVore  
Dorothy DeVore  
805 Wocus Street  
Klamath Falls, Oregon 97601

Date Note	Amt. Note & Loan	First Pymt. Due
7/26/74	5710.14	9/10/74
60X145.00	8/10/79	
Final Payment Equal to Upaid Principal and Interest		

## Grantor(s)

This Trust Deed also secures future advances as provided below:

A. This Trust Deed by and between the above named grantor(s), beneficiary, and **Transamerica Title Insurance Co., Trustee**, the terms and date of which are indicated above.

## WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to Trustee, in Trust, with power of sale, the property described as:

See Attached

Klamath

County, Oregon

Beginning at the most Easterly corner of Lot 10 in Block 5 of Buena Vista Addition to the City of Klamath Falls, Oregon, running thence Northwesterly along the Southerly line of Crater Street, to the most Northerly corner of Lot 11 of said Block 5; thence Southwesterly along the line between Lots 11 and 12 of said Block 5, a distance of 75 feet; thence Southeasterly parallel to Crater Street, to the Northerly line of Wocus Street, thence Northeasterly along the said line of Wocus Street, 75 feet to the point of beginning.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and pay all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to file the same in the proper public office or offices, as well as the cost of all legal expenses made by filing officers or searching agencies as may be deemed desirable by the beneficiary, unless prohibited by law.

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 lightning, and to keep the same in repair, and to insure the same in amounts not less than the County Assessors appraised value of the building or written in companies acceptable to the beneficiary, with loss payable to the trustee; 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 expiration of any policy of insurance now or hereafter placed on said buildings the beneficiary may do so at the same grantor's expense. The amount collected under any fire or other insurance policies may be applied by beneficiary upon any indebtedness secured hereby, in such amounts as beneficiary may determine, or at option of beneficiary the entire amount collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action taken by each.

5. To keep and pay free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or asserted upon or against said property before any part of such taxes, assessments and other charges become past due and delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, taxes or other charges payable by grantor, either by direct payment to the beneficiary or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate of six percent per annum, unless prohibited by law, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiving any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property, as well as the grantor, shall be bound to the same extent that they are bound to the payment of the obligation herein described, and all such payments shall be deemed to be made payable without notice and the compensation therefor 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.

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 the preparation, recording, and trustee's and attorney's fees actually incurred, unless prohibited by law.

7. To appear in and defend any action or proceeding relating to the security, rights or powers of beneficiary or trustee and to give information or proceedings in which the beneficiary or trustee may appear, including any suit for the foreclosure of this trust, in any court of competent jurisdiction, and to furnish to the trustee or attorney for the trustee, evidence of title and the beneficiary's or trustee's attorney's fees the amount of the same, and to pay the same to the trustee or attorney for the trustee, unless prohibited by law.

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the grantor shall have the right, if so needs to require that all or any portion of the amounts payable as compensation for such taking, which are in excess of the amounts received by grantor in such proceedings, shall be paid to beneficiary and capital by it first upon any remaining costs, expenses, trustee's and attorney's fees, both in the trial and appellate courts, occurring in the action by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby and otherwise retained by grantor, unless such amounts as such amounts are insufficient to cover the amount of compensation, promptly upon beneficiary's request.

9. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the grantor shall have the right, if so needs to require that all or any portion of the amounts payable as compensation for such taking, which are in excess of the amounts received by grantor in such proceedings, shall be paid to beneficiary and capital by it first upon any remaining costs, expenses, trustee's and attorney's fees, both in the trial and appellate courts, occurring in the action by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby and otherwise retained by grantor, unless such amounts as such amounts are insufficient to cover the amount of compensation, promptly upon beneficiary's request.

10. 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 the preparation, recording, and trustee's and attorney's fees actually incurred, unless prohibited by law.

11. To appear in and defend any action or proceeding relating to the security, rights or powers of beneficiary or trustee and to give information or proceedings in which the beneficiary or trustee may appear, including any suit for the foreclosure of this trust, in any court of competent jurisdiction, and to furnish to the trustee or attorney for the trustee, evidence of title and the beneficiary's or trustee's attorney's fees the amount of the same, and to pay the same to the trustee or attorney for the trustee, unless prohibited by law.

12. 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 the preparation, recording, and trustee's and attorney's fees actually incurred, unless prohibited by law.

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 entitled by ORS 86.740 may pay to the beneficiary or his successors in interest, respectively, the amount due under the terms of the trust deed and the obligation secured thereby, including interest accrued, and to cause to be recorded his written notice of default and intention to sell the said described real property to satisfy his obligations secured hereby. The trustee shall fix 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 ORS 86.740 et seq.

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 after an auction or in one or more parcels, and shall sell as parcell or parcels at auction to the highest bidder for ready payment at the time of sale. Trustee shall deliver to the purchaser as deed or convey as provided by law concerning the property so sold, but without any covenant or warranty, express or implied. The results in the deed of any manner of fact shall be held binding on the grantor, notwithstanding any provision to the contrary in the trust deed, even if no default occurred, and thereby cure the default in which event all foreclosing procedure shall be dismissed as unnecessary.

15. When trustee sells pursuant to the powers provided herein, including the compensation of the trustee, no fee shall be charged by trustee's attorney, unless prohibited by law. (2) to the obligator secured by the trust deed. (3) to all persons having recordable liens subsequent to the interest of grantor in the trust deed, their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to receive it.

16. For any reason permitted by law, beneficiary may from time to time appoint or successor to any trustee named herein or to any successor trustee appointed hereunder, another attorney or attorney and without the assent or the successor trustee, the attorney shall have full power to exercise all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and succession shall be made by him or her in writing and delivered to the trustee or attorney for the trustee, to whom reference is made to this trust deed and its powers.

17. Trustee accepts this trust when this deed duly executed and acknowledged to a public notary or notary public under any other deed of title or instrument of conveyance in which grantor, beneficiary or trustee shall be a party, and shall cancel or rescind or bring by trustee.

The grantor covenants and agrees to and with the trustee to defend and

hold harmless the trustee and the trustee's heirs, executors, administrators and personal representatives from and against all claims and demands, and

suits, actions, causes of action, damages, losses, expenses and costs, and

attorneys' fees, which may be incurred by the trustee in the defense of any

action, suit or proceeding in which the trustee, or trustee's attorney, or

successor trustee, or trustee's attorney, or trustee's personal representative,

or trustee's heirs, executors, administrators and personal representa-

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

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 pledges, 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.

*X Benjamin DeVore  
X Dorothy DeVore*

*X*

(Corporation)

(Individual)  
STATE OF OREGON,

(ORS 93.470)  
STATE OF OREGON, County of \_\_\_\_\_, )  
County of \_\_\_\_\_, )  
July 26, 1974. )  
Personally appeared the above named

Benjamin DeVore and Dorothy  
DeVore, and acknowledged the foregoing instrument  
to be their voluntary act and deed.

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:

*Helen D. Decker*  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: 11/25/76

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL)

## TRUST DEED

I, [Signature]  
Reliable Credit Association, Inc.  
Beneficiary

STATE OF OREGON,  
County of Klamath,

I certify that the within instrument  
was received for record on the  
20th day of July, 1974,  
at 3:27 o'clock PM, and recorded  
in Book H-74, on page 914.  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

Wm. D. Miles

County Clerk Title:  
*John D. Miles*  
Date: 10-10-74  
1 party

Return to:  
Reliable Credit Association, Inc.  
1195 S. E. Powell Hwy.  
Portland, Oregon 97242  
(Beneficiary)

### REQUEST FOR FULL RECONVEYANCE

To be used only when all principal, interest and costs have been paid.

Trustee

No unauthorized signature or mark shall be placed on this document. 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, full reconveyance and documents to

DATED:

Reliable Credit Association, Inc.

By \_\_\_\_\_ Beneficiary (Title)