

92149

m
al ref Page 10126 s-48596

RUST DEEP

THIS TRUST DEED, made this 15th day of August, 1974, between
Lloyd M. Jensen and Hazel W. Jensen, husband and wife,
Josephine County Title Co.,
and Southern Oregon State Bank, as Trustee.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: A parcel of land situated in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point located West a distance of 30 feet and South a distance of 1096.66 feet from the Northeast corner of said Section 13, said point being on the West boundary of the Klamath Falls-Merrill Highway; thence South along the West boundary of said highway a distance of 109.00 feet to a one-half inch iron pin; thence West a distance of 174.40 feet to a one-half inch iron pin on the Easterly right of way line of the Enterprise Irrigation District Canal; thence Northerly along the Easterly line of said canal to a point that is South $80^{\circ} 44' 30''$ West a distance 163.6 feet from the point of beginning; thence North $80^{\circ} 44' 30''$ East a distance of 163.6 feet to the point of beginning.

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 Twenty Eight Thousand Five Hundred Four 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 October 20, 1974.
To protect the security of this trust deed, it is

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 destroy any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly any damage to the property, damaged or otherwise, which may occur.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property, the beneficiary so requests, to the end that such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay all taxes same in the name of the office or offices, as well as the cost of all expenses made necessary by such officer or searching agencies as may be deemed desirable by the beneficiary.

The above is not to be construed as a covenant by grantor, tho
endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustees may
(a) cause to the making of any map or plan of said property; (b) join in
granting any easement or creating any restriction on said property; (c) join in
subordinating or otherwise releasing this deed or the lien or charge
thereof; (d) reconvey, without warranty of any part of the property. The
grantee in any reconveyance may file a deposition in which the person or persons
so entitled thereto, and the recitals therein of any interests or facts shall
be conclusive proof of the truthfulness thereof. Trustees fees for any of the
services mentioned in the foregoing shall not be less than \$5.
10. Upon any default, trustee hereunder, beneficiary may at any
time without notice, either in person or by mail, foreclose this

To provide and continuously maintain insurance on the buildings and such other assets as the trustee may designate, in amounts not less than \$20,504.00, written in companies acceptable to the trustee, and apply the same, net costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary, at his election, may proceed to attach or garnish any assets of the grantor.

as a mortgage in the manner provided by law for mortgaging intangibles or the letter event the beneficiary or the trustee may by advertisement and sale, in reported his written notice of default and his election to sell the described real property to satisfy the obligations secured hereby, hereupon the trustee shall file at the time and place of sale, give notice thereof as the law provides and proceed to foreclose this trust deed in the manner provided in ORS 90.740 to 90.795.

13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, to the beneficiary or other person so privileged by ORS 90.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligations created thereby (including rents and expenses security incurred in exceeding \$10 each) after which such portion of the principal as would not then be due had no default occurred, and thereafter cure the default, in which event all foreclosure proceedings shall be discontinued by the trustee.

14. Otherwise, the sale shall be made.

14. Otherwise, the sale shall be made by the trustee, or his agent, at the time and place of sale. The trustee may sell and pay over the same in one parcel or in two or more parcels.

10. To pay all costs, fees and expenses of this trust including the annual 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.

11. To appear in and defend any action or proceeding relating to the security rights or powers of beneficiaries or trustees.

13. The trustee shall have full power of beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including the enforcement of this deed, to pay all costs and expenses, including evidence of title and the amount of the debt, and the amount of the survivor's life tenancy mentioned in this paragraph 13. In all cases shall be by the trial court and in the case of an appeal, by the court of appeals or the term court, grants further advoce to sue, make, defend, compound or compromise any suit, action, or judgment or process, and to do all other acts and things necessary to carry out the intent and purpose of this instrument.

granted further agrees to pay such sum as the referee shall judge reasonable as the beneficiary or trustee's attorney fees on such appeal.

16. For any amount permitted by law *beneficiary may* from time to time transfer his interest in the trust to another person.

any expenses incurred by the trustee in connection with the administration, and without limitation, the trustee may open any trusts herein created or established by Grandpa, and any proceedings shall be paid or incurred by Grandpa, and if Grandpa dies, the expenses shall be paid by his estate.

be by H first upon any reasonable costs and expenses of attorney's fees,
and legal proceedings, and the balance applied upon the judgment
and costs.

15. Expenses incurred by Trustee in obtaining such documents, or otherwise upon beneficiary's request.

16. Expenses incurred by Trustee when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto or pass on the cost of recording or of any action or proceeding in which expenses may arise other than those of recording.

The practice, covenants and stipulations contained in this instrument are made and entered into by and between the parties hereto in consideration of the sum of One Thousand Dollars (\$1,000.00) paid and delivered by the wife, Elizabeth, to the husband, John, on the day of July, in the year of 1985.

... seized in fee simple of said described real property, and to whom he is lawfully entitled to and with the occupancy and those claiming under him, that he is law-

...and ample or said described real property and has a valid, unencumbered title thereto.

The First World War was a major turning point in the history of the United States. It marked the beginning of a new era of internationalism and interventionism.

not exceed 24 months. Its subsidiaries, affiliates, agents and employees may not solicit or accept compensation authorized for its business under this section.

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 CROOK, }
 AUG. 16, 1971.

Personally appeared the above named
 Lloyd M. Jensen & Hazel W. Jensen
 and acknowledged the foregoing instrument
 to be their voluntary act and deed.

Before me:
 OPEN DAY
 Notary Public for Oregon
 My commission expires:
 Commission Expires May 8, 1972

STATE OF OREGON, County of,

, 19

Personally appeared and
 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

| | |
|---------|-------------|
| Grantor | Beneficiary |
|---------|-------------|

STATE OF OREGON

County of KIAMATH

I certify that the within instrument was received for record on the 16th day of AUGUST, 1971, at 11:57 o'clock A.M., and recorded in book M.7.R. on page 10126 or 18 filing fee number 92118, Record of Mortgages of said County.

Witness my hand and seal of
 County affixed.

MEL D. MILNE

COUNTY CLERK

By H. Lloyd Jensen

RECEIVED

RECORDED

SEARCHED

INDEXED

SERIALIZED

FILED

475-26

REQUEST FOR FULL RECONVEYANCE
 To be used only when obligations have been paid.

TO:

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 sum 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 same now held by you under the same.

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.

STATE OF OREGON
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1A

INSTRUCTIONS:

1. PLEASE TYPE THIS FORM. DO NOT FOLD FOR MAILING.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper intact to the filing officer. Enclose filing fees \$1.00 for each debtor and/or trade name shown.
3. When filing is to be with more than one office, Form UCC-2A may be placed over this set to avoid double typing. The form UCC-1A and Form UCC-2A should be filed with the county filing offices who record real estate mortgages.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement; long schedules of collateral, indentures, etc., may be on any size paper that is delivered to the Secured Party.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, Secured Party may date and sign termination copy as a Termination Statement, or he may use Form UCC-3A as a Termination Statement.

THIS FINANCING STATEMENT is presented to filing officer pursuant to the Uniform Commercial Code

Vol. 74 Page 10128

| | | |
|---|---|--|
| 1A. Debtor(s): Fillmore, Dwight & Bonita | 2A. Secured Party(ies): West Coast Trailer Sales | Filing Officer (Date, time, number and filing charge) |
| 1B. Mailing Address(es): 3843 Hope Oregon 97622 Klamath Falls | 2B. Address of Secured Party from which security information obtainable: 6850 S. Sixth St. Klamath Falls, Oregon | |
| <p>3. This financing statement covers the following type(s) or item(s) of property: (The goods are to become fixtures on _____) (The above timber is standing on minerals or the lease (including gas and oil) or accounts will be financed at the wellhead or mouth of the well or mine located on _____)</p> <p>One (1) New 1974 Corinthian Mobile Home Serial #S-1066 Legal Description of property: Section 27, Township 37 south, Range 15 East of the Willamette Meridian consisting of 640 acres.</p> <p>And the financing statement is to be filed in the real estate records. If the debtor does not have an interest of record, the name of record owner is: Klamath County, P.O. Box 344 Bly, Oregon</p> <p><input checked="" type="checkbox"/> Check here if all debts represented are also covered</p> <p><input type="checkbox"/> No. of additional sheets attached</p> | | |
| | | <p>4A. Assignee of Secured Party(ies) if any: The Oregon Bank Rogue Valley Br.</p> <p>4B. Address of Assignee from which security information obtainable: Court & Central P.O. Box 1460, Medford,</p> |
| <p><input checked="" type="checkbox"/> COUNTY REAL ESTATE FILING OFFICER <i>Klamath County</i></p> <p><input type="checkbox"/> SECRETARY OF STATE (only if debtor is a transmitting authority)</p> | | |
| <p><small>*Signature(s) of Debtor(s) only required in cases covered by ORS 79.4020.</small></p> <p><small>BY: <i>[Signature]</i> Signature(s) of Debtor(s)</small></p> <p><small>Signature(s) of Secured Party(ies) or Assignee(s)</small></p> | | |
| <p>FILING OFFICER—ALPHABETICAL</p> <p>This form of Financing Statement approved by Secretary of State</p> <p>STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1A STEVENS-MEAR LAW PUBLISHING CO., PORTLAND, OR. 97204</p> <p>STATE OF OREGON: COUNTY OF Klamath, OR.</p> <p>Paid to: Record at request of <i>ROBERT DANA ROGUE VALLEY BR., MEDFORD</i></p> <p>this 20th day of AUGUST A.D. 19 74 at 11:57 o'clock A.M., and duly recorded in</p> <p>Vol. M 74, cf. MORTGAGES on Page 10128</p> <p>Fee \$ 2.00</p> | | |

— 2 —