

**TRUST DEED**

~~1203f~~

....., as Beneficiary  
**WITNESSETH:**  
 Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
 in Klamath County, Oregon, described as:

The westerly 45 feet of Lot 5 in Block 6, EWAUNA HEIGHTS  
ADDITION to the City of Klamath Falls, Klamath County,  
Oregon,

sum of FIVE THOUSAND and No/100ths (\$5,000.00) 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 September 15 1976.

To protect the security of this trust deed, grantor, the undersigned, hereby covenants and agrees that the above described property shall serve as security for the performance of the obligations herein contained and payment of the

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause the beneficiary to execute such financing statements as may be required by the Uniform Commercial Code; if the beneficiary may require and to pay for all filing fees in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

beneficiary; should the grantor fail to make and promptly deliver receipts therefor, the insurance premiums, liens or other charges for payment of any taxes, assessments, direct or indirect, or by providing beneficiary with funds, which to the extent the amount so paid or interest at the rate set forth in the note secured by, thereby, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the principal of the note secured by, and without waiver of any rights arising out of the debt secured by this instrument, and for such payments, with interest, in the event of any breach of any of the foregoing covenants.

6. To pay all costs, fees and expenses of this trust including the cost of life search as well as the other costs and expenses of the trustee incurred 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 deprive the security rights or powers of beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including foreclosure of this deed, to pay all costs, fees and expenses, including attorney's fees, and the beneficiary's or trustee's attorney's fees, in suits of attorney's fees.

that the right of the entire domain of expropriation, beneficiary shall have the compensation for such taking, that all or any portion of the monies payable may all reasonable costs, expenses and attorneys' fees in excess of the amount required by grantor in such proceedings, shall be paid by grantor to the beneficiary and upon any reasonable costs and expenses incurred by the beneficiary and in the trial and upon any appellate costs, necessarily paid or incurred by the beneficiary in such proceedings and the balance applied upon the indebtedness of the beneficiary. And grantor agrees that the balance applied upon the indebtedness of the beneficiary.

granted covenants and agrees to and with the beneficiary seized in fee simple of said described real property and

warranty; (d) rescind their agreement affecting this deed or the lien or charge thereon in any recovery without warranty, all or any part of the lien or charge legally entitled thereto," and the estate herein of any person or persons claiming conclusive proof of the truthfulness of any matters or facts shall have no services mentioned in this paragraph shall be less than \$5.

Upon any default by grantor hereunder, beneficiary may at any time without notice, enter in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of said receiver to be appointed hereby secured.

Collection of such rents, issues and profits, and taking possession of said property, the proper policies or compensation or awards, or the proceeds of life any other insurance, or the application or release thereof for any taking or damage of the waive any and all notice of default hereunder as aforesaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness set forth hereby or in his performance of any covenant hereunder, the beneficiary set forth herein, all sums secured hereby immediately shall be due and payable. The beneficiary may hereafter, if he so elects, his election may proceed to foreclose on such an event as a mortgagor.

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 ORS 87.670, may pay to the beneficiary or his successors in interest, representing the entire amount then due to the beneficiary or his successors in interest, upon the obligation secured thereby (including costs under the terms of the trust deed, representing the terms of the obligation and trustee's expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the sum of \$500.00) other than such portion of the principal sum of the obligation as has been due and not paid.

[illegible]

power trustee appointed hereunder. Upon such appointment, and without recourse to the successor trustee, the latter shall be named as the sole trustee. Each such appointment and substitution shall be in full and final instrument executed by the beneficiary, containing reference to this deed and back to the books of the county of Columbia, in the office of the County Clerk, and shall be conclusive proof of proper appointment in which the property is situated. If the trustee accepts this trust when the above conditions are met, it is known that the trustee has accepted the trust.

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 issue title insurance in the State of Oregon.



12007

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 real property for a natural person, or for business or professional purposes of a natural person.

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 pledgee, 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,

(ORS 93.490)

County of KLAMATH } ss.  
August 22, 19 74

Personally appeared the above named

CARRIE B. WEISER

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

STATE OF OREGON, County of \_\_\_\_\_, 19 \_\_\_\_\_, ss.

Personally appeared \_\_\_\_\_ and

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the secretary of \_\_\_\_\_

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)

(OFFICIAL SEAL)

Before me:  
Paul M. Braden  
Notary Public for Oregon  
My commission expires: 4/2/75

TRUST DEED

(FORM No. 211)

STATE OF OREGON

County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file number \_\_\_\_\_  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed

Title

Deputy

By

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

Ralph Vaden  
#1825- Homedale  
Klamath Falls, Ore.

## 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.



12038

EXHIBIT A

CARRIE B. WEISER, Conservator of the Estate of Catherine Weiser, as to an undivided 1/4 interest

CARRIE B. WEISER, Conservator of the Estate of Raleigh Weiser, as to an undivided 1/4 interest

CARRIE B. WEISER, as surviving heir of Carol Weiser, as to Probate 70-28 as to an undivided 1/4 interest.



1 A G R E E M E N T

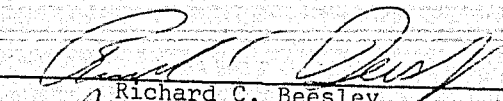
12039

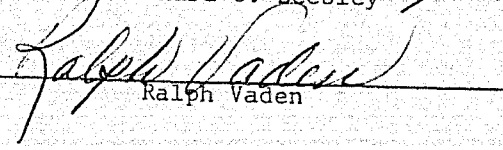
2  
3 IN CONSIDERATION of the mutual promises herein con-  
4 tained, it is hereby agreed as follows:

5 Richard C. Beesley does hereby guarantee payment in  
6 full of that certain note dated August 22, 1974 wherein Carrie  
7 B. Weiser is payor and Ralph Vaden and Hattie B. Vaden is  
8 payee, on or before August 22, 1976.

9 Ralph Vaden does hereby agree that in the event that  
10 Richard C. Beesley is required to pay the said note, that he  
11 will assign to Richard C. Beesley the note and the trust deed  
12 which secures the said note.

13 DATED this 22nd day of August, 1974.

14  
15   
16 Richard C. Beesley

17   
18 Ralph Vaden



Attachment

12040

INSTALLMENT NOTE

\$5,000.00

Klamath Falls, Oregon, August 23, 1974

I promise to pay to the order of RALPH VADEN or HATTIE B. VADEN at Klamath Falls, Oregon, FIVE THOUSAND and No/100ths Dollars, with interest thereon at the rate of ten percent (10%) per annum from the date hereof until the principal and interest is paid in full, payable in quarterly installments of not less than \$750.00 in any one payment; interest shall be paid quarterly and included in the minimum payments above required; the first payment to be made on the 15th day of September, 1974, or within 15 days thereafter, and like payments on each quarter. In the event that payment in full is not paid within one year from the date of execution hereof, a prepayment charge of \$500.00 shall be required at such time full payment is made on the balance due hereunder.

If any of said installments is not so paid, all principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

*Carrie B. Weiser*  
Carrie B. Weiser

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins

this 10 day of Sept A. D., 1974 at 10:54 o'clock a M., and duly recorded in  
Vol. M-74 of mortgage on Page 12036

10.00

PWM. D. MILNE, County Clerk

Deputy