



77 JUL 21 1952

Lot 3, Block 2, JUNIPER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND and 00/100ths ----- 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 -----

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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.

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

J. 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 pay for filing same 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.

beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter owned 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 secured; if the grantor shall fail for any reason to procure such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of the term of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary no part thereof may be collected, or may determine, or at option of beneficiary no part thereof may be collected, or any part thereof, may be paid over to the grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any claim pursuant in law, fact or equity.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the premises and before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor, the beneficiary may, at its option, make payment thereof, but the grantor shall, upon demand so paid, with interest at the rate set forth in the note secured hereby, together with the obligations 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, together with the obligations described in paragraphs 6 and 7 of this trust deed, without waiver of any rights or breach of the covenants hereof and the grantor shall, with interest as aforesaid, the property herein described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed, immediately due and payable and the grantor shall be bound to pay the same.

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.

7. To appear, and defend any action or proceeding purporting to affect or affect the rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all of the trustee's attorney's fees, including evidence and trial expenses, mentioned in this paragraph 7 in all cases shall be borne by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay the same out of the proceeds of the trial court judgment, reasonable as to the beneficiary's or trustee's attorney's fees on such appeal.

*It is mutually agreed that:*

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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 desires, to receive all or any portion of the monies payable; and in the event of such taking, all costs in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be borne by grantor. The balance applied by grantor in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to execute and execute such instruments as may be necessary in obtaining such costs and expenses necessarily incurred by beneficiary's request.

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 for endorsement (in case of full reconveyances, 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 granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantor, in the foregoing, may be described as the "person or persons legally entitled thereto," and the recitals therein 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, beneficiary may at any time without notice, either in person or by registered mail, deliver to said party a written demand for payment of all amounts due or to become due to beneficiary under this agreement. In the event of such default, beneficiary shall have the right to cause indebtedness hereby secured, upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the satisfaction of the indebtedness hereby secured; and to pay the balance less costs and expenses of operation and collection, including reasonable attorney's fees up to \$5,000.00, to the lender. In the event of such default, beneficiary shall also have the right to cause indebtedness hereby, and in such order as beneficiary may deem appropriate, to be paid.

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.

12. Upon default by grantor in payment of any indebtedness secured hereby, the beneficiary of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust in equity as a matter of course. If the above described real property is not currently used for such purposes, the beneficiary may proceed to foreclose this trust in equity as a matter of course or may proceed to foreclose this trust by mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event, the beneficiary shall first give notice thereof and sale. In the latter event, after notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, when upon the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in the manner provided by law.

13. Should the beneficiary elect to foreclose by advertisement and sale, then after default at any time within five days before the date set by the trustee for the "pay-off" sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the mortgage, the obligation secured by the mortgage and any interest actually incurred by the grantor or the trustee of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not be due had no default occurred, and thereby cure the default, in which event the mortgage shall be deemed to have been paid in full.

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 the property either in one parcel or in several parcels. The trustee shall sell the parcel or parcels of land to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any bid or bids made by the trustee, but including the purchase price, shall be binding on the purchaser at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for the attorney's fee, (2) to the obligation secured by the trust, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust, and as to their interests may appear in the order of their priority and (4) to the 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 trustee or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all rights, powers and duties conferred upon and imposed upon the trustee hereinbefore, and the substitution shall be made by written instrument, executed by beneficiary, containing reference to this trust deed, and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county of Colorado, shall be sufficient to constitute the appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed, is acknowledged, is made a public record as provided by law. Trustee is not 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 trust shall be a party unless such action or proceeding is brought by trustee.

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, a title insurance company authorized to issue title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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

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, 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.)

(ORS 93.450)

STATE OF OREGON,

County of Klamath

January 19, 1977

Personally appeared the above named  
Dannal C. Hensley and Susan M.  
Hensley

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

(OFFICIAL  
SEAL)

Before me:

*William D. Goehner*

Notary Public for Oregon

My commission expires: 1/23/81

STATE OF OREGON, County of

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 be-  
half 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)

#### 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. Each must be delivered to the trustee for cancellation before reconveyance will be made.

#### TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MTC Attn. Virginia

SPACE RESERVED  
FOR  
RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON

County of Klamath

I certify that the within instru-  
ment was received for record on the  
31st day of JANUARY, 1977,  
at 2:26 o'clock P.M., and recorded  
in book M 77 on page 1739 or  
as file/reel number 24842

Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

WM. D. MILNE

COUNTY CLERK

Title

*By [Signature] Deputy*