

WITNESSETH:

and EDGAR J. BLODGETT and JAMES B. BLODGETT, **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 2 Block 14 of HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

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 Eighteen Thousand Five Hundred and No/100ths (\$18,500) 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

sum of Eighty Dollars (\$80.00) and interest thereon according to the terms of a promissory note of even date herewith, to be due and payable on demand. 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; and permit any waste of said property.
2. To keep said property in good and workmanlike

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 when due all costs incurred therefor.

maner any other manner, and pay when due all costs incurred in regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting 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 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 offices 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 and to such amount not less than the full insurable value, written in and to the order of the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, and the beneficiary as soon as insured policies of insurance shall be procured by the beneficiary for the purpose if the grantor shall fail for any reason to procure any such insurance, 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, and the beneficiary may procure the same at grantor's expense. The amount of insurance under any life or other insurance policy may be applied by beneficiary under any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary, the entire amount so 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 act done pursuant to such notice.

[illegible]

6. To pay all costs, fees and expenses of the trustee incurred in title search as well as the other costs and expenses of the trustee's and attorney's in enforcing this obligation and trustee's and attorney's fees actually incurred.

in connection with and in the defense of the same, and to all fees actually incurred.

To appear in and defend any action or proceeding purporting to affect the security 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 the mortgage, in all cases, the attorney's fees, including evidence and disbursements, shall be paid by the grantor from any judgment or decree of the trial court and in the event of an appeal, the attorney's fees shall be paid by the grantor from any judgment or decree of the trial court. Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is agreed that:

It is mutually agreed that:

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 so elected, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the fees necessarily paid or incurred by grantor for such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, costs and expenses and attorney's fees, applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and upon appeals, courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such condemnation, promptly upon beneficiary's request, and to execute such actions and execute such instruments as shall be necessary in obtaining such condemnation, promptly upon 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

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in and with reason, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, together with the same, in its own name sue and defend and collect the rents, profits or part thereof, in and with reason, and apply the same, principal and profits, including those past due and unpaid, to the payment of the principal and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

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 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 above described real property is cured and ordered to foreclose this trust for the above purposes, the beneficiary or lender provided by law for mortgage deed in equity, as a mortgage in property is not so currently used, the beneficiary or lender may proceed to foreclose this trust deed in equity. If the beneficiary at his election may proceed to foreclose this trust deed in equity and sale, in the latter event the beneficiary at the trustee's election to sell the above described real property to satisfy the obligations secured hereby, whereupon 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 by law and proceed to foreclose this trust deed in equity and sale.

[illegible][illegible][illegible]

16. For any reason permitted by law trustee named herein or to any time appoint a successor or successors to any such appointment, and without the assent of the beneficiary, the successor trustee appointed hereunder, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed by this instrument. Each such appointment and substitution shall be made by a trust deed hereunder. Each such appointment and substitution shall be made by a trust deed instrument executed by the beneficiary, containing reference to the trust deed instrument executed by the beneficiary, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment. This deed, duly executed and 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 trust or trustee trust or of any action or proceeding in which grantor, beneficiary or trustee is a party. If such action or proceeding is brought by trustee,

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 insure 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

10087

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

It is understood and agreed that in the event Grantors herein sell the above-described property the entire balance due hereunder, both principal and interest, shall be paid in full.

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 93.490)

STATE OF OREGON,

County of Klamath

6-13, 19 77

Personally appeared the above named
EDWARD A. MEDINA & ROSEMARIE
MEDINA, husband and wife,

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

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 8-5-79

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 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)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William P. Brandsness, 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.

TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Ed Blodgett
Rt 1 Box 920
K. Falls, Or

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

) ss.

County of Klamath

I certify that the within instrument was received for record on the 14th day of JUNE, 19 77, at 2:20 o'clock PM., and recorded in book M77 on page 10386 or as file/reel number 30999.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. HILNE

COUNTY CLERK

By Hazel Draz Deputy

Title

FEE \$ 8.00