

TRUST DEED

Vol. 77 Page 15775

34752

THIS TRUST DEED, made this 24th day of August, 1977, between
 Jon William Hartwell and Barbara Ann Hartwell, husband and wife, as Grantor,
 Mountain Title Company
 and Frank J. Stevens and Lillie B. Stevens, husband and wife, as Trustee,
 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:

Beginning at a 2 inch by 2 inch Hub at the Northeast corner of property deeded to William E. Blackwood, et ux, by Deed recorded May 21, 1928, in Deed Book 78 at page 512, being further described as 330 feet South and 416.16 feet East of the Southwest corner of the NE 1/4 NE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian; thence East 91.1 feet; thence South 325.0 feet more or less to the South line of the N 1/2 SE 1/4 NE 1/4 of said Section; thence West to an intersection with the centerline of the USRS Drain; thence Northwest along said center line to an intersection with a line running North and South from the point of beginning; thence North along said line 274.0 feet more or less to the point of beginning; being a portion of the S 1/2-N 1/2 SE 1/4 NE 1/4 of said Section 10. EXCEPTING that portion lying within the boundaries of the USRS Drain.

Subject to: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District; Regulations including (continued on reverse side)

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in unwise 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 FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) 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 January 1, 1995.

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 construct 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 in connection therewith.

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 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.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property 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 \$ full insurable value.

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 said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment 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 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, without waiver of any rights arising from breach of any of the covenants herein and for such payments, with interest as aforesaid, the property hereinbefore 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 without 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 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 or 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 affect the security rights or powers of beneficiary or trustee; and in any suit or action or proceeding in which the beneficiary or trustee may appear, including any suit by the beneficiary or trustee to enforce the terms of this trust deed, including evidence of title and the beneficiary's or trustee's attorney's fees, amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, the grantor further agrees to pay such sum as the appellate court shall adjudicate reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. It is mutually agreed that:

A. 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 elects, to require that all or any portion of the monies payable as compensation for such taking, which are 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 paid to beneficiary.

B. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

C. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

D. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

E. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

F. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

G. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

H. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

I. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

J. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

K. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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M. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

N. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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R. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

S. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

T. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

U. In the event of any condemnation or eminent domain proceedings, and in the event of any proceedings, necessary paid or incurred by beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

(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 subdivision or other agreement affecting this deed or the land or interest therein; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the initials thereof in 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 default by grantor hereunder, beneficiary may at any time without notice, either in person, 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 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, less costs 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 such and other insurance, or any of them, shall not constitute a breach of any covenant or warranty 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 and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgages, or by direct foreclosure of this trust deed in equity as a mortgage and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, where required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the 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 trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be discontinued by the trustee.

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 either in one parcel or in separate parcels and shall sell the parcel or parcels at auction 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 receipts in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase 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 by trustee's attorney, (2) in the obligation secured by the trust deed; (3) to all payments having been recorded hereunder subsequent to the interest of the trustee in the trust deed as 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 such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor 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 deemed to have accepted the powers and duties conferred upon any trustee herein named with all title, interest, estate and right in and to the property herein described, and all instruments, records, books, papers, and documents in and to which the trustee and its place of record, which, when recorded in the public records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed is signed and acknowledged in front of a public record as provided by law. Trustee is obligated to notify any party hereof of payment of principal and interest on the trust or of any action or proceeding in which or upon the property or interest therein shall be a party, unless such action or proceeding is a foreclosure proceeding.

18. Trustee shall execute and cause to be recorded a copy of this deed in the public records of the county or counties in which the property is situated, and shall be a party, unless such action or proceeding is a foreclosure proceeding.

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25. Trustee shall execute and cause to be recorded a copy of this deed in the public records of the county or counties in which the property is situated, and shall be a party, unless such action or proceeding is a foreclosure proceeding.

26. Trustee shall execute and cause to be recorded a copy of this deed in the public records of the county or counties in which the property is situated, and shall be a party, unless such action or proceeding is a foreclosure proceeding.

levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District; Rights of the public in and to that portion of the above property lying within the limits of Denver Avenue adjoining on the North; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any.

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 except as provided above and that he will warrant and forever defend the same against all persons whomever.

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).

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 } ss.
August 24, 1977

Personally appeared the above named
Jon William Hartwell and
Barbara Ann Hartwell

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) *John J. Snook*

Notary Public for Oregon
My commission expires:

2-29-80

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____ and
_____, 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 the
hall 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. 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.

Jon William Hartwell

Barbara Ann Hartwell

Grantor

Frank J. Stevens

Lillie B. Stevens

Beneficiary

AFTER RECORDING RETURN TO

Mr. and Mrs. Frank Stevens
6342 Rhea Avenue
Roseda, CA 91335

FEE \$ 6.00

STATE OF OREGON

County of KLAMATH } ss.

I certify that the within instru-
ment was received for record on the
25th day of AUGUST, 1977,
at 4:37 o'clock P.M., and recorded
in book 477 on page 15775 or
as file/reel number 34752,
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

WM. D. MILNE

COUNTY CLERK Title

By *Hazel Drayton*