

IS

32231

TRUST DEED

Vol. 11 Page 19493

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 in Block 2 of Tract 1131, THE WADES, according to the official plat thereof on file in the office of the County Clerk of 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 Five Thousand, Two Hundred Fifty and 00/100 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, 1976

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.

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.

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 said premises against loss or damage by fire and such other perils as may be insured against, from time to time require, in and to the satisfaction of the said beneficiary, a full insurable value, written in policies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as the same are issued; if the grantor shall fail for any reason to procure the insurance and to deliver said policies to the beneficiary, he shall, within fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the expiration of which shall be the expiration of the term of the insurance, procure the same at grantor's expense. The amount of any loss or damage sustained by the beneficiary shall be paid to the beneficiary upon any indebtedness secured hereby and in such amount as the beneficiary may determine, or at option of beneficiary, in cash, or in property, or in any other manner. Such application or release shall not part thereof, may be withdrawn or notice of default hereunder or invalidate any part hereof or waive any defense or defense of the grantor.

act done pursuant to such notice."

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, including any part of such taxes, assessments and other charges that may be 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 grantor, trustee or beneficiary, beneficiary may, at its option, make payment thereof, by direct payment or by providing beneficiary with funds from which to make such payment; beneficiary may, at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 5 and 7 of this trust deed, add 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 hereof and for such payments, with interest thereon as provided in the covenants hereof and for such payments, shall be bound to the property hereinbefore described, as well as to the property described in the same, extend to and all such payments shall be immediately due and payable with interest thereon, and all such payments shall be immediately due and payable with interest thereon, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed, and the failure to make such payments shall 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, including the expenses of this trust including the costs of title search and recording, and 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 allege that the said wife 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 the said trustee's attorney's fees; the said evidence of the said 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 such determination of the trial court, grantor or further address of the said parties shall be fixed by the trial court or grantor or further address of the said parties; and the appellate court shall determine the reasonableness as 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, the beneficiary shall have the right to receive compensation for the taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessary and incurred by grantor in such proceedings, and the said beneficiary and attorney, applied for it to be paid for reasonable costs and expenses and attorney's fees, in such trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured by grantor and grantor agrees that the proceeds of such actions and execute such instruments as shall be necessary in obtaining such compensation, and the same shall be paid 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

(n) 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 mortgage, deed, lease, agreement, or other instrument which may be required for the subordination or other agreement affecting this deed or the property charged thereon; (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 recitals therein of any matters or facts shall constitute 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, by agent or by receiver to be appointed in writing, cause the indebtedness secured hereby to be sold or otherwise disposed of, and the proceeds of such sale or disposition to be applied to the adequacy of any security for or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and pay the same, less costs and expenses of operation and collection, to the undersigned attorney-in-fact, and the proceeds of such sale or disposition, 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 real property, the collection of such rents, issues and profits, or the process of law and other insurance policies or other proceedings for the recovery of such rents, issues and profits, or 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 a default and may proceed to foreclose the debt and the property in which 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 mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures, or the trustee to foreclose this trust deed by advertisement 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 obligation hereby secured, and may upon the trustee's election to foreclose this trust deed in the manner provided by law proceed to foreclose this trust deed in the manner provided in DRS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default on the sale, the grantor or other person so privileged by statute to effect the sale, prior to three days before the date set by the ORS §66.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the obligation, including the obligation secured by the mortgage, and the expenses and costs actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each other than such portion of the principal as would not then be due had no default occurred, and the interest then due, in which event the mortgage shall be considered paid 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 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 an antecedent conveyance shall be conclusively presumed true. Any person, excluding the trustee, but including if it be the grantor or 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 the expenses of sale and shall apply the proceeds of sale to payment of the principal and interest due on the debt secured by the mortgage and a reasonable charge by trustee's attorney. (1) to the satisfaction of the mortgage, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, (4) to the satisfaction of the mortgage, (5) to the satisfaction of the trust deed as their interests may appear in the order of the priorities and (6) 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 successor or successors to any trustee named herein or to any office of trustee hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and appointment of a successor trustee hereunder, 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 or counties in which the property is situated, shall constitute a duly recorded assignment of the beneficiary named, to the trustee.

17. Trustee accepts this trust 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 of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder shall 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.

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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.)

CALIFORNIA

(ORS 93.490)

STATE OF ~~OREGON~~ } ss.

County of Orange
September 22, 1977

Personally appeared the above named Richard O. Fleming and Phyllis T. Fleming, husband and wife,

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

Before me:
(OFFICIAL SEAL)

Notary Public for CALIFORNIA

My commission expires JUN 7, 1980
PAT ANDREW ROJAS
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY

STATE OF OREGON, County of L.A. } ss.

9/22, 1977

Personally appeared Richard O. Fleming and Phyllis T. Fleming, 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

Richard O. Fleming, 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:

CALIF.



OFFICIAL SEAL
PAT ANDREW ROJAS
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires JUN 7, 1980

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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Bruce Owens, Realtor
520 Klamath Ave

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 12th day of October, 1977, at 3:39 o'clock P.M., and recorded in book M77 on page 19493 or as file/reel number 37231.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Bernice H. Letach Deputy

Fee \$6.00