

TS

A-29305 48698

TRUST DEED

Vol. m
78 Page 10734

WITNESSETH:

ALL THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 22, T36S, R10EWM LYING WESTERLY OF
SQUAW FLAT ROAD.

NO TREES GREATER THAN SIX INCHES IN DIAMETER MAY BE CUT DOWN OR REMOVED FROM THE ABOVE DESCRIBED PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE WITHIN NAMED BENEFICIARY OF THIS TRUST DEED.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND, FIVE HUNDRED 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, the final payment of principal and interest hereof, if not sooner paid, to be due and payable on the date of maturity of the debt secured by this mortgage.

final payment of principal and interest hereof, if not sooner paid, to be due and payable Dollars, with interest
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final instalment 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 residential 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.
3. To comply with all laws and ordinances of the City of Chicago.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to assist 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 hazards as the beneficiary may from time to time require, in an amount not less than \$_____, 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 insured; if the grantor shall fail for any reason to procure any such insurance; 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; the beneficiary may procure the same at grantor's expense. The amount collected under any life 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 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.

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 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 grantor, either by direct payment or by providing for 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 hereof and for such payments, with interest as aforesaid, the promisor, hereinbefore described, as well as the grantor, shall be bound to the 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, constitute a breach of this trust deed.

6. To pay all costs, fees and expense 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 action or proceeding in which the beneficiary or trustee; and in any suit, including the foreclosure of this deed, to pay all costs and expenses, including amount of attorney's fees mentioned in this paragraph 7 in all cases shall be borne of the trial court, and in the event of an appeal from any judgment or final court shall advance reasonable as the beneficiary's or trustee's attorney's fee of such appeal.

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 it so elects, to require that all or any portion of the monies payable to pay all or such taking which are in excess of the amount required to pay all such costs, expenses and attorney's fees necessarily paid or applied by it first upon such proceedings, shall be paid to beneficiary and both in the trial and appellate courts, and expenses and attorney's fees in such proceedings and the balance amount upon the judgment, awarded hereby, and grantor agrees to bear the expense to take such actions and to execute such instruments as shall be necessary in obtaining such award, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of Indenturee, 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 upon the property; (c) join in subordination of any mortgage or other lien or interest in the property; (d) join in any deed; (e) recover, with judgment affecting this deed or any part thereof, or charge a grantee in any reconveyance may be made, or any part of the property or interest therein, as aforesaid, thereto," and the recitals therein of any matters or facts shall be conclusive evidence 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 delay in the completion of the foregoing, the Trustee shall be entitled to a fee of \$5 per day for each day of delay.

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 by a court of competent jurisdiction, secure payment of the indebtedness hereby secured with regard to the adequacy of any security or any part thereof, in its own name and take possession of said property and its profits, including those past due and to collect the rents, less costs and expenses of operation and collection, including any attorney's fees upon any indebtedness secured hereby, and in such degree 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 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 mortgagee 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 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 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 in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee, the trustee's sale, the grantor or other person so privileged by the ORS § 86.760 may, at the option of the beneficiary or his successors in respect to the entire amount of the debt 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 the trustee's and attorney's fees not exceeding \$50 each) other than such portion of the trustee's and attorney's fees not exceeding \$50 each actually incurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, Suffit Shini be dismissed by the trustee, in which event place designated in the notice of sale be held on the date and at the time and in one parcel or in separate parcels and the trustee may sell said property either at the highest bidder for cash, payable at the time of sale, or on credit, and shall deliver to the purchaser as a deed in form as required by law, and apply the proceeds to and without any covenant or warranty, express or implied, the debts in the deed of mortgage and matters of fact shall be conclusive proof of the truthfulness thereof. Any person, executor or administrator, or beneficiary, purchaser or vendee of the property, or any person claiming through or by, or under the trustee, but including the trustee, shall be deemed to have notice of the contents of this deed.

15. When trustee sells pursuant to the power, 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 trustee's having insured hereunder against the interest of the trust in the proceeds derived as then interests may appear to the interest of the trust; (2) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law hereafter, my law firm may have to appoint a successor or successors to any trustee named herein or to any power or to the successor trustee. Upon such appointment, and without powers and duties conferred upon the latter shall be vested with all title, interest and duties conferred upon any trustee herein named. Any appointment executed by my law firm and substitution shall be made by the law firm in the place of record which will contain reference to this trust deed. The Recorder of the county of Elberta in which this trust deed is recorded shall be conclusive proof of proper appointment of the successor.

17. Trustee accepts this trust when the deed is executed and acknowledged is made a public record as provided herein and is obligated to notify any party hereto of pending sale of the land in the trust or of any action or proceeding in which the land in the trust shall be a party unless such action or proceeding is a suit by or for the

1919 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 duly sworn peace officer 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 PROPERTY HEREIN DESCRIBED IS NOT CURRENTLY USED FOR AGRICULTURAL, TIMBER OR GRAZING PURPOSES.

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 for the grantor to use for business or commercial purposes or for the grantor to use for any other purpose.~~

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.

Moses Gonzales
MOSES GONZALES

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.
On MAY 16, 1978 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared MOSES GONZALES

_____, known to me
to be the person whose name IS subscribed to the within
instrument and acknowledged that HE executed the same.

Signature Leslie R. Hoyt

LESLIE R. HOYT
Name (Typed or Printed)
Notary Public in and for said County and State

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FOR NOTARY SEAL OR STAMP

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.

MOSES GONZALES
1356 DOUGLAS ST / #14
LOS ANGELES CA 90026
Grantor

CHARLES F. BRESLIN
5087 E KINGSGROVE DR
CAMARILLO CA 93010
Beneficiary

AFTER RECORDING RETURN TO

CHARLES F BRESLIN
5087 E KINGSGROVE DR
CAMARILLO CA 93010

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klanth } SS.

I certify that the within instrument was received for record on the 22nd day of May, 1978, at 2:30 o'clock P.M., and recorded in book M78 on page 10734 or as file/reel number 48698

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. P. Milne

County Clerk

By Bernard J. Helich Deputy

Fee \$6.00