

TS

51491

## TRUST DEED

Vol. m78 Page 14882



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 12, Block 3, MOUNTAIN LAKES HOMESITES, according to the plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

JKR21 DEED

## 2. TIME OF OBSERVATION

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 TWELVE THOUSAND DOLLARS ----- Dollars, with interest payable to beneficiary or order, and made by grantor, the

thereon, according to the terms of a promissory note of even date herewith, payable to bearer, bearing date of the date stated above, 19\_\_\_\_, for the final payment of principal and interest hereof, if not sooner paid, to be due and payable on the date stated above, on which the final installment of said note is due.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said debt 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; 2. To permit or permit any waste of said property. land 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, when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in and execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing in the Code as public office of 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 such other hazards as the beneficiary may desire to insure against, written in an amount not less than \$ 10,000. The beneficiary will not be payable to the latter; all companies acceptable to the beneficiary will be covered to the beneficiary as soon as insured; if the grantor desires for any reason to procure any such insurance and 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 building, the beneficiary may procure the same at grantor's expense. If the amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness due to the beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute waiver of default or notice of default hereunder or invalidate any claim pursuant to such notice.

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5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges on them, the trust shall be levied or assessed upon or against, said property for the payment of such taxes, assessments and other charges, and shall be due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any such taxes, assessments, insurance, premiums, liens or other charges payable by the grantor, either by direct payment or by providing bonds, the trust, 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, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights, acting as interest as aforesaid, the property herebefore described shall be sold as the grantor shall be bound to the same extent as they are bound for the payment of the obligation herein secured, and all such payments shall be immediately due, and payable by the beneficiary, and the nonpayment thereof shall, at the discretion of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust, and the charges, costs, fees and expenses of the trust shall be paid by the beneficiary, less 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 or rights of powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including, without limitation, suits, actions or proceedings involving foreclosure, in any suit for the foreclosure of this deed, to produce and introduce evidence, including evidence of the fees mentioned in this paragraph 7, in all cases shall be admitted as admissible evidence in such suits, actions or proceedings, and shall be filed by the trial court and in the event of an appeal pay such sum as the appellate court shall deem reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

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 deed, mortgage, lease, agreement, or other instrument which purports to subordinate or otherwise affect the validity of the lien or charge created by this deed; (d) reconvey, without warranty, to the grantor or to any person claiming under the grantor, any part of the property. The person or persons named in this paragraph shall be described as the "person or persons named in paragraph 10." The recitals therein of any matters or facts shall be conclusively and irrevocably taken as true by the person or persons named in this paragraph. The recitals of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

[illegible]

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 at or 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 being used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage on the real property provided by law for mortgage foreclosures. However, if the real property is not so currently used, the beneficiary may proceed to foreclose this trust deed in equity as a foreclosure by election may proceed to foreclose this trust deed in equity as a mortgage or direct; the trustee to foreclose this trust deed. He shall execute and sale. In the latter event the beneficiary or the trustee and his election to sell the cause to be recorded his written notice of sale and the obligations secured hereby, whereupon the trustee shall proceed to sell the property at 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 QRS 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 i.e. by the trustee or his successors in interest, the grantor or other person so privileged by the instrument to do so, shall pay to the beneficiary or his successors in interest ORS §6760, may pay to the beneficiary or his successors in interest principal and the entirety, the entire amount then due under the loan and all expenses actually incurred in obligation secured thereby; provided that the obligation and trustee's and attorney's fees not exceeding \$50 each), other than such portion of the principal as would have been due had no default occurred, and thereby incur no default, in which event he due had no default occurred, and thereby incur no default, in which event he

by the trustee.

be due had no default occurred, shall be dismissed by the trustee. All foreclosure proceedings shall be dismissed by the trustee. 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 separate parcels and on one or more days. The sale shall be by auction to the highest bidder, cash, payable at the time of sale. Trustee's sale shall be subject to the purchaser's deed in form as required by law conveying the property so sold, but without any covenant or warranty, and no conclusive proof of the truthfulness thereof in any matters shall be required. The trustee, but including the trustors, shall not be liable for any loss or damage to the property sold. Any person 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) reasonable expenses of sale, including the compensation of the trustee and any reasonable charge by trustee's attorney, (2) to the obligation of the trust to pay any taxes, (3) to all persons having recorded liens or claims against the trust deed, (4) to all persons who are entitled to the proceeds of the sale of the trust property in the order of their priority and (4) the balance, 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 as successor or successors to any trustee named herein or to any trustee named hereunder hereunder. Upon such appointment, and without necessity of recording the same, the power and authority of said trustee shall be conveyed to the successor trustee, the latter shall be vested with all powers and duties conferred upon any trustee named herein or appointed hereunder. Each such appointment and substitution shall be made by written instrument signed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the County Clerk's Office and its place of record, which, when recorded in the County Clerk or Recorder of the county, or assumed to be the property is situated in, shall constitute full and complete assignment of the property to the successor trustee.

Shall be conclusive proof of the appointment of the successor trustee, and the trustee shall be obligated to notify any party hereto of pending sale under any will or deed creating a 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 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

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, 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.)

Joe L. Stone  
Marion M. Stone

STATE OF OREGON,

County of Klamath

June 29,

1978

Personally appeared the above named

Joe L. Stone and Marion M. Stone,  
husband and wife,

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/19/82

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared

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

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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

TO: 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: 1978

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. 681)

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

GRANTOR

BENEFICIARY

AFTER RECORDING RETURN TO

Klamath County Title Co.

21701

SPACED RESERVED FOR RECORDER'S USE

WITNESSETH

Wm. D. Milne

County Clerk

Deputy

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 11th day of July, 1978, at 3:29 o'clock P.M., and recorded in book M78 on page 14882 or as file/reel number 51492.

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

Wm. D. Milne

County Clerk

Deputy

Fee \$6.00