

TRUST DEED

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WITNESSETH:

Lot 2, Block 2, Tract No. 1114, in the County of Klamath
State of Oregon.

NO TREES GREATER THAN FOUR INCHES IN DIAMETER MAY BE CUT DOWN OR REMOVED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BENEFICIARY OF THE TRUST DEED.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Fourteen Thousand and No/100s ----- Dollars, with interest

sum of Fourteen thousand and no/100 \$14,000.00 to be paid by the maker to the beneficiary or order and the sum of 14,000.00 thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and dated July, 1988.
final payment of principal and interest hereof, if not sooner paid, to be due and payable July, 1988.
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.
This instrument is not to be 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 to prevent 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 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 cause to be procured and maintain such insurance as the Uniform Commercial Code may require; and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches 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 acquire, written in

and such other hazards as the beneficiary may desire to insure against, written in an amount not less than \$_____. The beneficiary may, at any time, deliver to all companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance to be delivered to the beneficiary as soon as insured; if the grantor desires that all for any reason to procure any such insurance and to deliver such policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed upon the building. The beneficiary may procure the sum at grandeur of the building may be applied by beneficiary collected under any fire or other insurance policy, and in such order as beneficiary upon any indistinguishable of the beneficiary the entire amount so collected, or any part thereof, may be refused to transfer. Such application or release shall not be deemed to constitute a default or notice of default hereunder or invalidate any clause hereinafter in such notice.

not care or pursue said debt or such notice.

6. 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 sale of the same; and promptly deliver receipts therefor to beneficiary; that if said grantor fail to make payment of any taxes, assessments, assessments, premiums, liens or other charges payable by grantor, either personally or through said trust, then the trustee shall, at its option, make payment thereof, or direct payment or by providing beneficiary with funds to make payment thereof, make such payment, beneficiary may, at its option, elect the rate set forth in the note secured hereby, together with the interest as described in paragraph 6 and 7 of this trust deed, to be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of the covenants herein provided hereof; and for such payments, with interest, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and the payments shall be immediately due and payable whenever called for; and the nonpayment thereof shall, at the option of the trustee, constitute a breach of this trust deed and the entire principal sum secured by this trust deed shall be 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, recording, commissions, attorney's fees and 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 execute any instrument or action or proceeding purporting to

[illegible]

It is mutually agreed that in the event that any portion or all of said property shall be taken under the right of eminent domain in condemnation, beneficiary shall have the right to receive the full and complete compensation for the property taken.

under the right of eminent domain is condemnation. Beneficiary shall have the right, if so elected, to require that all or any portion of the moneys 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 to be paid by the decedent in such proceedings, shall be paid to beneficiary, less the attorney's fees.

to pay all reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees incurred by it in and appellate courts, necessarily paid or incurred by beneficiary.

(c) CONVEYANCE. As to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any mortgage, charge, lien or other encumbrance upon the land or any part thereof, or in any agreement affecting the title or interest in the land or any part of the property; (d) reconvey, without warranty, all or any part of the property to the person or persons named as grantee in the deed recited herein; (e) make any statement of matters or facts which may be considered material to the truthfulness thereof. Trustee's fees for any of the foregoing shall be reasonable and shall not exceed \$5.

be conclusive proof of the fact that the services rendered by the grantor hereunder shall not be less than \$5.

10 Upon any 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 rights of any third parties, enter upon and take possession of said property and the proceeds thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the 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 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

[illegible]

11. Should the beneficiary elect to foreclose by advertisement and sale provided in ARS § 36-66 to § 36-79:

☐ then after default at any time prior to five (5) years before the date set by the trustee for the trustee's sale;

☐ then after the beneficiary or his successors in interest, respectively, the value amount then due under the terms of the trust instrument, obligation secured thereby (including costs and trustee's and attorney's fees not exceeding \$500 each) other than such portion of the principal as would not have been due had no default occurred; and thereby cause the sale in which event

breach of the said deed and no default occurred and thereby waives the default and without prejudice to the said deed and the said deed shall be deemed to be in full force and effect. 14. Hereby the said trustee shall sell the said property on the date and at the time and place designated in the notice of sale. The trustee may sell said property in one or more parcels in one or more separate parcels and shall sell the same at the time of sale. Trustee shall deliver to the highest bidder for cash, the same in form as required by law conveying the same to the said bidder. The trustee shall not be bound to accept any bid or bids and may sell the same at a price less than the bid or bids. The trustee, but not including the trustfulness thereof, may purchase the same at the sale.

of the truthfulness thereof. Any person who purchases at the sale of the grantor and beneficiary may purchase at the powers provided herein; trust-
 15. When proceeds of sale to payment of (1.) the expenses of administration, (2.) the compensation of the trustee and a reasonable charge by him for his services, (3.) to the obligations secured by the first deed of trust shall have been paid, (4) to the obligations secured by the second deed of trust, the trust having received them subsequent to the interest of the beneficiary in the trust as their interests may appear in the books of the trust company and (5) if they are due to the grantor or to his successor in interest entitled to receive them, shall be distributed to the said parties.

15. For any reason permitted by law, beneficiary may from time to time appoint a successor to successors to any trustee named herein or to a successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named by this instrument. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing a reference to this trust document, and filed in the office of the County Clerk of the County of

both in the trial and appellate courts, necessarily paid or incurred 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 compensation, promptly upon beneficiary's request.

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.)

(ORS 93.490)

STATE OF OREGON, }
County of Klamath } ss.

July 17, 1978
Personally appeared the above named
Warren J. Hudson and
Robin D. Hudson

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

(OFFICIAL SEAL) Bartlett D. Addington
Notary Public for Oregon
My commission expires: 3-22-81

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 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: _____, 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

RECORDING INSTRUCTIONS: This Trust Deed OR THE NOTE which it secures, both must be delivered to the proper authority for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 883-1)

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

FOR THE GRANTOR BY _____

Grantor

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO _____

TA-Branch
Marlene
21880

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 18th day of July, 1978, at 10:59 o'clock A.M., and recorded in book M78 on page 15465 or as file/reel number 51870. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Nilne

County Clerk

Title

By Bernetha A. Lydell Deputy