

WITNESSETH:

Page 20 of Maps in the office of the County Recorder of said County.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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.

FOUR HUNDRED AND NO/100 PERFORMANCE of each agreement of grantor hereth contained and payment of the sum of FIVE THOUSAND Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable at the
bear fiduciary or order and made by grantor. The final payment of principal and interest hereof, if not sooner paid, to be due and payable May 15 1989 A.D.
the date of maturity of the debt secured by this instrument is the date, stated above, on which the debt is due and payable.
the date of discharge of property, or any part thereof.

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 comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property, if the beneficiaries to traverse such financing instrument.

4. To provide and maintain:

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 the beneficiary with loss payable to the latter; all policies written by companies acceptable to the beneficiary.

the beneficiary. As soon as insured; if the grantor shall fail 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 collected on said buildings, the beneficiary may procure the same at any time.

any amount collected under any fire or other insurance policy may be applied by any assignee, or in option of beneficiary, to the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or

5. To keep said premises free from conflict with them 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 are levied or determined and to pay the same when due.

or delinquent in payment of such taxes, assessments and other charges becoming payable by him, or should fail to make payment of any taxes, assessments, or other charges payable by grantor, either by direct payment, or by providing for such payment by means of a trust, or otherwise, then the trustee shall, in addition to the duties hereinbefore set forth, be authorized to advance the same out of the funds with which he is authorized to make such payment, beneficiary or beneficiaries shall be bound to reimburse the trustee for the same.

and, upon payment thereof and the amount so paid, beneficiaries hereby, at its
the be the note secured hereby, together with the obligations described in
Paragraphs 5 and 7 of this trust deed shall be added to and become a part of the said
a commitment here- and for each payment, with interest on any of
herebefore described.

payments shall be immediately due and payable without notice, and the management

2. To pay all costs, fees and expenses of this trust including the costs of this trust as well as the other costs and expenses of the trustee incurred in connection with this obligation.

4. To appear in and defend any action or proceeding purporting to affect the
rights or powers of beneficiary or trustee; and in any such action or
proceeding in which the beneficiary or trustee may appear, including any suit for the
recovery of this deed, to pay all costs and expenses, including any suit for the
beneficiary's or trustee's attorney's fees, expenses, including evidence of title and
interest, that may be incurred.

When the grantor or trustee's attorney's fees provided, however, in any suit brought to enforce the grantor and the beneficiary of the trust, then the prevailing party shall receive the attorney's fees herein described; the amount of attorney's fees shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is the intent that any portion or all of said property shall be taken under this
of eminent domain or condemnation, beneficiary shall have the right, if he so
to require that all or any portion of the same be sold to him.

and attorney's fees necessarily paid or incurred by grantor in connection with the foregoing and applied by it first upon any reasonable amount sold or loaned by it to the said grantor.

any fee paid or incurred by beneficiary in such proceedings, and the District Court, to take such actions and execute such instruments as shall be necessary in carrying out such compensation, promptly upon beneficiary's request.

At any time and from time to time upon written request of beneficiary, not of his fees and preservation of this deed and the note for endorsement for full conveyance for cancellation), without affecting the liability of any of the payee for the payment of the indebtedness, trustee may (a) consent to the making of maps or plat of said property; (b) join in granting any easement;

The grantor covenants and agrees to and with the beneficiaries or

[illegible]

11. The entering upon and taking possession of said property, the collection of 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 at aforesaid estate.

17. Upon default by grantor in payment of any indebtedness secured hereby or the performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the beneficiary shall be entitled to foreclose on the property, and the grantor, or his estate, shall not cure or waive any default or

beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in trust as provided by law for mortgage foreclosures. However, if said real property is not as currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage on real property.

the trust in equity at a mortgage or direct 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 obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof, whereupon the sale shall proceed as follows:

12. Should the beneficiary elect to foreclose by advertisement and sale then the grantor's wife, the grantor or either, her or him, shall, upon the day of the advertisement, whereupon the advertisement is published, give notice thereof as then required by the laws of the State of California, in the manner provided in ORS/JRA 760

Under the terms of the trust deed and the obligation secured thereby financing costs and expenses actually incurred in enforcing the terms of the obligation and trustee's attorney's fees not exceeding \$250 each; other than the

...and a fees not exceeding \$50 each) other than the obligation and trustee's
should not have to do that had no default occurred, and thereby cure the default, in
1-4. Otherwise, the fee shall be limited by the trustee.
...in the notice of sale. The trustee may sell said property
...in separate parcels.

and in separate parcels and the trustee may sell said property either in one or more parcels and may sell the parcel in parcels at auction or in the character its deed in cash, payable at the time of sale. Trustee shall deliver to the grantor any covenant or warranty, express or implied, the recitals in the deed of any interest of fact shall be conclusive proof of the same.

5. When trustee sells pursuant to the powers provided herein, trustee shall pay the proceeds of sale to payment of (1) the expenses of the sale, (2) the payment of the taxes and other charges on the property sold, (3) the payment of the debts of the trust, and (4) the payment of the principal and interest of the trust.

...of said payment of (1) the expenses of sale, including the expenses incurred by the trust deed; (2) to all persons having recorded liens against the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (3) the surplus, if any, to the extent of the proceeds in interest payment, to said person.

(c) If any means permitted by law to satisfy may from time to time appoint or assign her/him to any major named herein or to any successor trustee trustee, the trust shall be vested with all title power and authority over the trust assets.

any trustee herein named or entitled with all title, powers and duties conferred
therein shall be made by written instrument hereunder. Each such appointment and
success to this trust deed and its place of record, which, when recorded in the
County Clerk or Recorder of the County of Warren, where recorded in the
County of Warren, shall be conclusive proof of the same.

Trustee accepts this trust, which this deed, duly executed and acknowledged to be a public record as provided by law. Trustee is not obligated to notify any person of pending sale under any other deed of record.

...in which neither beneficiary or trustee shall be a party unless such action
...is brought by trustee.

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

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 life 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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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 the acquisition of, or the improvement of, real estate or for the purchase of a motor vehicle or other personal property.~~

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. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acceptance-indemnity opposite.)

STATE OF Oregon
County of Klamath } ss.
1978

Personally appeared the above named
WILLIAM P. GREITHAUP &
MARILYN A. GREITHAUP of
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

(OFFICIAL
SEAL)

Before me,

Notary Public for

My commission expires:

My Commission Expires May 5, 1980

(ORS 92.490)

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

Personally appeared _____ and

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, 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

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

Greithaupt

Grantor

WFRS

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of July, 1978, at 10:50 o'clock A.M., and recorded in book M78 on page 16086 or as file/serial number 52245, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Bernard D. Milne Deputy