

TRUST DEED

DATE: 0-10-1964

JB021 DEED

62-1016 **FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein, represented and

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, 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; 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, 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 of the State, and also 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 hereafter erected on the said premises against loss or damage by fire or other hazards as the beneficiary may from time to time require, in amount not less than \$

an amount not less than \$ _____, written in
comparative amounts to the beneficiary, with loss payable to the latter, all
policy of insurance shall be delivered to the beneficiary as soon as insured
if the grantor shall for any reason to procure any such insurance and to
deliver said policy to the beneficiary not less than fifteen days prior to the expira-
tion of any policy of insurance now or hereafter placed on said buildings
the beneficiary may require the same at grantor's expense. The amount
collected under any fire or other insurance policy may be applied by benefi-
ciary upon any indebtedness of beneficiary hereunder and in such order as beneficiary
may determine, or at least of beneficiary the entire amount so collected, or
any part thereof, may be released to grantor. Such application or release shall
not constitute any default or notice of default hereunder or invalidate any
action pursuant to such notice of default.

to keep the 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 but any part of such taxes, assessments and other charges shall not be a delinquent and promptly deliver receipts therefor to the grantor. If any grantor fail to make payment of any taxes, assessments, liens or other charges payable by grantor, then by direct payment, beneficiary may, at its option, make payment thereof and the amount so paid shall be 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 principal of this trust deed, without waiver of any rights arising from breach of this covenants hereof and for such payments, with interest as aforesaid, the promisor, its heirs, assigns and assigns, 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 with notice, and the promisor therefor shall be immediately due and payable to the lender all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed and a default hereunder, and upon breach of this trust deed, all taxes and expenses of this trust, including the cost of collection and the other costs and expenses of the trustee incurred in connection with enforcing its 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 rights or powers of beneficiary or trustee and, with each action or proceeding in which the beneficiary or trustee may appear, including without limitation, the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph shall be the amount fixed by the trial court and in the event of an appeal, from any judgment or order of the trial court, debtor further agrees to pay such sum as the appeals court or appeals court 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

(b) "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 subordination or other agreement affecting this deed or the lien or charge thereon; (d) recover, without warranty or otherwise, any part of the property. The legally entitled thereof," and the recitals therein of such matters of fact shall be conclusive proof of the truthfulness thereof. No fees less 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 attorney, if so appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said premises, any part thereof, in its own name sue or otherwise collect the rents, issues and profits thereon, including those past due and unpaid, and apply the same, 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 reverse any default, nor notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured pursuant to his performance of any agreement hereunder, the beneficiary may declare all of the debt secured hereby immediately due and payable. In such an 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 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 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 record as provided his written notice of default and his election to sell the property because of the default of the grantor. The obligations secured hereby, whereupon the trustee shall fix the time and place for 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 then after default at any time prior to five days before the date set by the trustee for the trustee's sale, or before the person so privileged by ORS 86.760, may pay to the beneficiary of his or her interest, respectively, the entire amount then due 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 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 thereby cure the default, in which event the foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the day and at the time and place designated in the notice of sale. The trustee may sell said parcels either in one parcel or in separate parcels and shall sell the parcel or parcels sold to the highest bidder for cash, payable at the time of sale. Trustee shall receive the proceeds of the sale of the property as required by law conveyed to the property so sold, but without interest or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

13. When trustee sells pursuant to the powers 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 by trustee's attorney, (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 as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law a beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any conveyance to the use of any trustee appointed hereunder. Upon such appointment, and without conveyance to the use of any trustee, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the Trust Deed Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor 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 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.

7219-00179

9748

17456

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 business or commercial purposes (see Important Notice below).

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.)

Kenneth W. Newman
KENNETH W. NEWMAN

Janet O. Newman
JANET O. NEWMAN

STATE OF OREGON,

(ORS 93.490)

County of COOS

March 21, 1978

Personally appeared the above named

KENNETH W. NEWMAN and

JANET O. NEWMAN

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires Nov. 14, 1989

My Comm.

STATE OF OREGON, County of _____ ss.

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.

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

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.

KENNETH W. NEWMAN

JANET O. NEWMAN

Grantor

WELLS FARGO REALTY SERVICES INC.,

Beneficiary

AFTER RECORDING RETURN TO

WELLS FARGO REALTY SERVICES INC.,

572 E. GREEN ST.

PORTLAND, ORE 97201

Mail to _____

STATE OF OREGON, COUNTY OF KLAMATH; ss.

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 12th day of May, 1978,

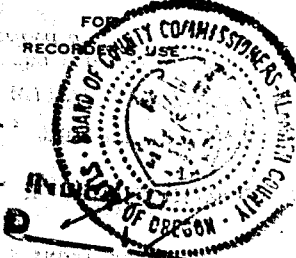
at 8:43 o'clock A.M., and recorded in book M78 on page 9747 or as file/reel number 48026.

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

Wm. D. Milne

County Clerk

By *Bernetha A. Helseth* Deputy



I hereby certify that the within instrument was received and filed for record on the 9th day of August A.D., 1978 at 11:43 o'clock A.M., and duly recorded in Vol. M78 of Mortgages on Page 17455.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha A. Helseth*

Deputy