

WITNESSETH:

Page 28 of Maps in the office of the County Recorder

...and another has been ...

X *Michael E. Fogelstein*
 X *Sandra Fogelstein*
 X *Michael E. Fogelstein*
 X *Sandra Fogelstein*

100-443888-100

the contents hereinafter and hereinbefore and all other rights thereunto belonging or in anywise now or hereafter appertaining, and

_____ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable _____ August 10, 198_____.
_____ and _____, if not before said, to be due and payable _____ due and payable. In the event _____

...of the above stated above, on which the final settlement of said note becomes due, the interest thereon is to be paid, conveyed, assigned or alienated by the grantor without first having obtained the consent of the grantee, and the grantor shall be bound to pay the same, irrespective of the maturity of the note.

[illegible]

the value of said property shall be not less than \$500.

[illegible][illegible][illegible]

5. To keep and hold harmless free from contribution, taxes 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 become due, the beneficiary shall deliver receipts therefor to beneficiary; should the beneficiary fail to do so, the trustee shall be liable for such taxes, liens or assessments and other charges.

13. Should the beneficiary elect to foreclose by advertisement and after default at any time prior to five days before the date set for the trustee's sale, the grantor or other person so privileged by ORS 86.760, m trustee's sale, the grantor or other person so privileged, the entire amount of the debt secured hereby, together with the obligations described in forth in the note secured hereby, shall be added to and become a part of the debt due or delinquent and payment of any taxes, assessments, insurance premiums, or other charges payable by grantor, either (b) direct payment or by providing grantor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by grantor, either (b) direct payment or by providing 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

[illegible][illegible]

15. When trustee sells pursuant to the powers provided herein, the proceeds of sale to payment of (1) the expenses of sale, including the cost of advertising and a reasonable charge by trustee's attorney, and (2) the balance of the proceeds of sale to the beneficiaries, shall be conclusive proof of the thoroughness of the sale.

It is mutually agreed that the costs of this proceeding shall be taken under the provisions of the law of the State of New York, Chapter 100, of the Laws of 1962, as amended, which law shall apply to the extent that it is not inconsistent with the provisions of this agreement.

[illegible]

costs shall be advanced by the beneficiary. Such proceedings and the costs necessarily paid or incurred by beneficiaries in such proceedings, at the time of completion of the same, shall be subject to review and approval of the County Clerk or Recorder of Deeds, who, upon application of the beneficiary, shall be conclusive proof of proper appointment of trustee. To take such actions and advance such payments as shall be necessary in connection with administration promptly upon receipt of a request.

(7) Trustee accepts this trust when this deed, duly executed and delivered, is recorded as provided by law. Trustee is not obligated to make a public record as under any other deed of trust or of sale.

payment of its full and presentation of his deed and the name of the party hereto of making or proceeding in which grantor, beneficiary or trustee shall be a party under or proceeding is brought by trustee.

of any map or plat if said property; (b) join in granting any easement or creating any

and those claiming under him, that he is lawfully se

The grantor covenants and agrees to and with the beneficiary and trustee during and after the life of said beneficiary, to execute and deliver to the beneficiary and trustee, a deed of gift, in and to the 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 a resident of the State of Oregon or the United States, a natural person, and not a corporation, partnership, or other entity organized under the laws of Oregon or the United States, or any agency thereof.

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