

**TRUST DEED**

Vol. <sup>111</sup> 78 Page 18569

1978, between  
 , as Grantor,  
 , as Trustee,  
 , as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 4, Township 41 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Seventeen Thousand Fifteen & 11/100 (\$17,015.11)----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the date to be due and payable, November 15, 1978.

final payment of principal and interest hereof, if not sooner paid, to be due and payable November 15, 1978.  
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, 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; 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 requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay the filing same in the proper public office or offices, as well as 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 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 \$ \_\_\_\_\_, written in \_\_\_\_\_, with loss payable to the latter; al-

an amount not less than \$\_\_\_\_\_ to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary shall be delivered to the beneficiary as soon as insured policies of insurance shall be delivered to the beneficiary for any reason to procure any such insurance and to deliver said policy to the beneficiary at least fifteen days prior to the expiration of the term of the insurance now or hereafter placed on said buildings; if the beneficiary may procure the same at grantor's expense. The amount of the insurance collected under any life or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected may be released to beneficiary or may be determined by release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. 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 part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, with or by 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 paragraphs 6 and 7 of the trust deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the parties herinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herinbefore described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed 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 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, and defend any action or proceeding purporting

7. To appear in and defend any action or proceeding purporting to affect the security rights of providers of beneficiary or trustee; and in any action or proceeding in the foreclosure of this deed, to pay all costs and expenses, including any suit for the foreclosure of title and the beneficiary's or trustee's attorney's fees, including any costs of attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the appellant, and the appellant agrees to pay such sums as may be ordered by the trial court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such sums as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note and endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee

(c) consent to the making of any map or plat of said property, the grantor granting any easement or creating any restriction thereon, or consent in any subordination or other agreement affecting the deed or the lien or charge thereof; (d) reconvey, without warranty, any and all said part of the property. The grantee, in any reconveyance, shall be deemed as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to the grantor, by agent or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name or otherwise, collect the rents, issues and profits, including those payable to or for the grantor, and apply the same less costs and expenses of collection and collection, including reasonable attorney's fees, from 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 theft insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not constitute a default or notice of default hereunder or invalidate any act done pursuant to 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 used for agricultural 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 as an interest in real property, or may elect to sell the property by advertisement, mortgage or direct the trustee to foreclose the trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute all cause to be recorded for notice of default and his election to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee shall to the time and place of sale give notice thereof in the manner required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

void in ORS 86.740, to "86.740(1)(b) to purchase by advertisement and to, then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so provided in ORS 86.760, may pay to the beneficiary the amount of the debt, including the entire amount of the debt, together with the terms of the trust deed and the entire amount of the debt, including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's attorneys' fees not exceeding \$50 each, other than such portion of the debt as the trustee deems not to be due had no default occurred, and the balance of the debt, in which case the default, in occurrence, shall be deemed by the trustee."

14. Otherwise, the sale shall be by public auction, and at the time and place designated in the notice, the trustee may sell and property either in one parcel or in separate parcels and shall sell the parcel or parcels in one or more lots, to the highest bidder for cash payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law, convey the property so sold, but without any warranty, and shall execute and deliver the deed. The recitals in the deed shall be true and correct and shall be conclusive proof of the facts stated therein. Any person, excluding the trustee, but including the grantor and beneficiary, 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) the expenses of sale, including the compensation of the trustee and a reasonable charge for trust administration; (2) to the obligation secured by the trust deed; (3) to all payments having precedence over subsequent to the interest of the trustee in the trust as to their interests may appear in the order of their priority and distribution, if any, to the grantor or to his successors, interest, if any, to

16. For any reason permitted by law, hereby, any and every time, I do hereby appoint a successor or successors to any trust created herein or by my will, and I do hereby authorize the said successor, trustee appointed hereunder, or successors, to execute and deliver, and conveyance to the successor trustee, the latter shall have full power, authority and powers and duties conferred upon any trustee herein named or named hereunder. Each such appointment and authorization shall be made by an instrument executed by both of us, containing reference to the trust and its place in the Record of the county or counties in which the property, real and personal, is situated, and the instrument so executed shall be conclusive proof of proper appointment of the trustee or trustees.

17. Trustee accepts this trust when this deed is duly recorded and acknowledged is made a public record as provided by law. Trustee is 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, or a resident of Oregon, or a corporation organized under the laws of Oregon or the United States, or the laws of any other state or territory or property of this state, its subsidiaries, affiliates, agents or branches, in 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 such property by recorded contract of sale dated March 15, 1978, between JAMES M. BARNES & PEGGY BARNES, aka MARGARET BARNES, husband and wife, and Grantors as husband and wife 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: (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.

LEO E. MURRER  
ALLICE G. MURRER

STATE OF OREGON,  
County of Klamath  
July 14, 1978  
Personally appeared the above named  
ALICE G. MURRER

(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  
who, being duly sworn,  
president and that the latter is the  
secretary of

and acknowledged the foregoing instru-  
ment to be her voluntary act and deed.  
Before me:  
Notary Public for Oregon  
My commission expires:  
My Commission Expires July 13, 1981

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 be-  
half 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 112 N. Fifth Street, Klamath Falls, Oregon 97601  
DATED: July 14, 1978

MEL'S EQUIPMENT REPAIR  
By: MELVIN B. KENDALL Beneficiary

TRUST DEED  
(FORM No. 881)  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

LEO E. & ALICE G. MURRER  
Grantor  
MEL'S EQUIPMENT REPAIR  
Star Rt., Bonanza, Oregon  
Beneficiary

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO  
MEL'S EQUIPMENT REPAIR  
Star Route  
Bonanza, Oregon

STATE OF OREGON  
County of Klamath  
I certify that the within instru-  
ment was received for record on the  
22nd day of August, 1978  
at 10:43 o'clock A.M., and recorded  
in book 1178 on page 18569 or  
as file reel number 53842  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.  
Em. D. Gilne  
County Clerk  
By Deputy