

TRUST DEED

WITNESSETH:

Lot 5, Block 7, of Tract No. 1093, Pinecrest, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grants herein contained and payment of the sum of One thousand, nine hundred, nineteen and 25/100 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 legal maximum of principal and interest hereof, if not sooner paid, to be due and payable September, 1980.

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. For hypothecated or by operation of law or
the above described real property is not currently used for agricultural, timber or grazing purposes. otherwise.

It is agreed that the security of this trust shall be maintained and the grantor agrees to pay counsel in the making of any map or plat of said property; (b) join in any deed or instrument executed or submitted thereon; (c) join in any

[illegible][illegible][illegible][illegible]

12. Upon default by grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the beneficiary may declare all sums owed hereby immediately due and payable. In such an event, and if the above described real property is currently used for agricultural purposes or grantor purposes, the beneficiary may proceed to foreclose this trust deed on property in a mortgage in the manner provided by law for mortgages on real property. However, if said real property is not so currently used, the beneficiary shall not be permitted to foreclose on the property.

[illegible]

It is the intent of the donor, husband and wife, that the interest in the property described in the first paragraph of this instrument shall be divided into equal shares, each of which shall be owned by one of the children named in the second paragraph of this instrument, and that the interest in the property described in the first paragraph of this instrument shall be divided into equal shares, each of which shall be owned by one of the children named in the second paragraph of this instrument, and that the interest in the property described in the first paragraph of this instrument shall be divided into equal shares, each of which shall be owned by one of the children named in the second paragraph of this instrument.

[illegible]

1. I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original document as the same appears in the records of the Department of the Interior, Bureau of Land Management, at Washington, D. C.

14. For any power permitted by law heretofore may from time to time be exercised by the trustee or trustees to any trustee named herein or to any successor of any trustee named herein, and without the necessity of the execution of any instrument, the trustee shall be vested with all the powers and duties conferred upon the trustee by the provisions of the trust instrument and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Registrar of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, and shall be binding upon all persons claiming under the trust instrument.

[illegible]

NOTE: The Bank Board has reviewed these two items and has concluded that the information is not material to the company's financial position and is not required to be disclosed under the provisions of the Securities Exchange Act of 1934. The Board has determined that the information is not material to the company's financial position and is not required to be disclosed under the provisions of the Securities Exchange Act of 1934.

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

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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 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 singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Given, by living act, with legal authority (a) or (b) is not applicable if voluntary (a) is applicable and the beneficiary is a corporation or each word is defined in the Truth-in-Lending Act and Regulation Z; the disclosures must comply with the Act and Regulation Z by making required the disclosures for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Statement of Financial History Form No. 1001, or equivalent, if compliance with the Act not required, disregard this notice. If the above is a corporation, use the form of acknowledgment appropriate.

Thomas F. Tompkins
Patricia Tompkins

STATE OF OREGON

County of Klamath

September 5, 1978

Personally appeared the above named
Thomas F. Tompkins
Patricia Tompkins

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

(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 3-14-1981

CPS 11-1772

STATE OF OREGON, County of

19 ss.

Personally appeared

each for himself and not one for the other, who, being duly sworn, did say that the former is the 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 Oregon
My commission expires

(OFFICIAL SEAL)

WITNESS FROM FULL DISCLOSURE

to be voluntarily when obligations have been paid.

Transfer

The undersigned is the legal owner and holder of a first mortgage secured by the foregoing trust deed. All sums secured by said trust deed have been paid and satisfied. This hereby is directed, on payment to you of any sum owing to you under the terms of said trust deed or pursuant to its terms, to assign all and every of said mortgage secured by said trust deed (which are delivered to you herewith) together with said (trust deed) and its proceeds, without warranty, to the parties designated by the terms of said trust deed the same now held by you under the name. Said proceeds and documents to

DATED:

Beneficiary

TRUST DEED

(FORM No. 801)

ISSUED HEREON FOR CO. SEPULVED, CALIF.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 5th day of September, 1978, at 2:38 o'clock P.M., and recorded in book H78 on page 19895 or as file/reel number 54679.

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

Wm. D. Milne

County Clerk

By *Barbara Smith* Title Deputy

Fee \$0.00 19892 12000