

TS. 766800: 2075669

36400

000 0014 204560

THIS TRUST DEED, made this

THIS TRUST DEED, made this 17th day of June 1912, by and between JAMES BURBIDGE and RITA JARDINE BURBIDGE, husband and wife

TRANSAMERICA TITLE INSURANCE COMPANY

and RICHARD L. TOMMILA AND CECILE L. TOMMILA, husband and wife

COMMITTEE

WITNESSETH:

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

A portion of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Easterly-right of way line of the Dalles-California Highway, which lies South 19° 24' East, a distance of 159.2 feet from the Southwest corner of Block 8 of CHEMULT, OREGON, running thence South 19° 24' East along the Easterly right of way line of the Dalles-California Highway, a distance of 200 feet to an iron pin; thence North 70° 36' East a distance of 318 feet to an iron pin on the Westerly right of way line of the S.P.R.R.; thence North 20° 54' West along the Westerly right of way line of the S.P.R.R., a distance of 200 feet to an iron pin; thence South 70° 36' West a distance of 312.8 feet, more or less, to the point of beginning.

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

~~now or hereafter appertaining, and the heirs,~~

~~with said real estate.~~

~~FOR THE PURPOSE OF SECURING PERFORMANCE~~ of each agreement of grantor herein contained and payment of the
sum of Twenty-six thousand five hundred dollars and no/100----- Dollars, with interest
~~thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order made by grantor, the~~
~~same being held herewith as per terms of note held herewith~~

19. 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.

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; and

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 such financing statements with 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.

[illegible]

act done pursuant to said notice.

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, either by direct payment or by crediting beneficiary with funds with which to make such payments, 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 this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as provided for in the note hereinbefore described, as well as the payment of the obligation herein secured, to the extent that they are, such payments shall be immediately due and payable with interest, and all such payments shall be immediately due and payable with interest, and all such payments thereof shall, at the option of the beneficiary lender, be secured by this trust deed immediately due and payable and shall constitute a first lien in priority to all other liens upon the property and shall be secured by a branch 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.

7. To appear in and defend any action or proceeding purporting to affect the security, title or powers of beneficiary, or trustee; and in any suit or action, proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title, and attorney's fees; the costs and expenses, including evidence of title, and attorney's fees, to be fixed by the trial court, and, in the event of an appeal from any judgment or decree of the trial court granting or refusing to set aside or affirm the trustee's fees on such appeal.

It is mutually agreed that:

a. In the event that any portion or all of said property shall be taken from the estate of said eminent domain or condemnation, beneficiary shall have the right to the right of eminent domain or condemnation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies amount required as compensation for such taking, including all expenses and attorney's fees necessarily paid or to be paid by grantor in such proceedings, shall be paid to beneficiary and that beneficiary shall apply by first upon any reasonable costs and expenses necessarily paid or incurred by beneficiary in the trial and said proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take all necessary action and execute such instruments as beneficiary may request.

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 to endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(v), 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 charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described in any of the "person or persons legally entitled thereto," and the validity thereof of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above shall be paid by the grantor. This grant 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 a receiver to be appointed by a court, and without regard to any right of redemption or security for the indebtedness, enter upon and take possession of said property and all parts thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereunder, together with all reasonable attorney's fees upon an accounting and disbursements hereon, 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 waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

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 grantor, the grantor or any other person or persons, or the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the deed, including the interest thereon, and the costs and expenses actually incurred in connection with the foreclosure, shall be paid by the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would have been due had no default occurred, and thereby released by the trustee.

be due had no default occurred, shall be dismissed by the trustee. All foreclosed proceedings shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell property either in one parcel or in separate parcels, and may sell one parcel or parcels at auction or privately, and may accept or refuse any offer, cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, and shall be liable only for the recitals in the deed of any material fact. The trustee's exclusive power of sale shall not be subject to any right of redemption, and 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 by trustee to attorney, (2) to the obligation secured by the deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the deed 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.

surplus, if any, of the estate granted to the said beneficiary.

Section 16. For any reason permitted by law, beneficiary may, from time to time appoint a successor or successors to any trustee named herein or to any successor trustee named herein upon such appointment, and without the necessity of a court order, and upon such appointment, and without the necessity of a court order, the latter shall be vested with all the rights, powers and duties conferred upon any trustee herein named, and shall be deemed to be the beneficiary, containing reference to this trust deed hereunder. Each such appointment shall be made by the beneficiary, and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property of the trust is located, shall constitute the 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 in 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.

552

