

, 1978, between

, as Grantor,  
 , as Trustee,

as Beneficiary,

...and the

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, \_\_\_\_\_,  
in Klamath County, Oregon, described as:

MOUNTAIN LAKES HOMESITES, according to the official plat

MOUNTAIN LAKES HOMESITES, according to the official plat

**Klamath County, Oregon:** 1 set for mineral and cement use. 1035.2

100

now or hereafter appertaining, and the rents, issues and profits thereof, together with the proceeds of the sale of the same, shall be paid to the grantee with said real estate.

sum of TWO THOUSAND, SIX HUNDRED DOLLARS ..... Dollars, with interest

thereon according to the terms of a promissory note or other instrument, per terms of note 19  
final payment of principal and interest hereof, if not sooner paid, to be due and payable on the date of maturity of said note  
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 agriculture.

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;

(a) 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, the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property thereto; (e) reconvey, without warranty, all or any part of the property thereto; (f) execute any instrument which may be required by the person or persons named herein as beneficiary of the trust created hereby; (g) execute any instrument which may be required by the trustee hereof in any matters or facts shall

[illegible]

now or hereafter sustained 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 \$ N/A written in ink.

N/A If acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as they are procured, and if the grantor shall fail for any reason to procure any such insurance, he thereupon irrevocably assigns his interest in the proceeds thereof to the beneficiary, who will

b6  
b7C

11. Upon default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may, at its option, proceed to foreclose this trust deed in equity as a mortgage in accordance with the laws of the State of California and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed by law for mortgage foreclosure, however, 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 in accordance with the laws of the State of California or direct the trustee to foreclose this trust deed by advertisement pursuant to such notice.

taxes, assessments and other charges (all of which are hereby assumed by the beneficiary) and other against said property before the sale of such taxes, assessments and other charges become paid, and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance, premiums, liens or other charges payable by grantor, either directly or indirectly, or by providing beneficiary with funds with which to pay such payment beneficiary may, at its option, make payment thereof and be reimbursed by the grantor or the estate of the grantor, as the law may require, and the beneficiary shall be bound to do so.

[illegible]

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 sue, defend and defend any action or proceeding purporting to attack, annul, deny, impair or deprive the trustee of his powers of beneficiary or trustee; and in any suit, action or proceeding to defend the trustee in the exercise of his powers as trustee, therefrom. Any person, excluding the trustee, but including

act, or 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 the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph shall in all cases shall be fixed by the trial court, and in the event of an appeal, from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

16. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to succeed to the trust. Any successor, trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any 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 document, and a copy of which, when recorded in the office of the County Clerk of the County of Los Angeles, shall be deemed to be duly recorded.

17. Trustee accepts this trust when this deed, duly recorded, is acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any power of sale 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 property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

12885

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 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. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Nora Peterson

STATE OF OREGON

County of Klamath

November 29, 1978

Personally appeared the above named

Nora Peterson

and acknowledged the foregoing instrument as her voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/19/82

STATE OF OREGON, County of

Personally appeared

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.

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

DATED:

1978

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 FIRM, P.C., PORTLAND, OREGON

Peterson

Grantor

Dore & Young

Beneficiary

AFTER RECORDING RETURN TO:

Klamath County Title Co.  
attn. Milly

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 29th day of November, 1978, at 3:51 o'clock P.M., and recorded in book M-78 on page 26861 or as file/reel number 29071

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

Wm. D. Milne

County Clerk

By Jacqueline J. Matlock Deputy

Fee \$6.00