

February _____, 1978, between
 _____, as Grantor,
 _____, as Trustee,
 _____, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to the
Klamath County, Oregon, described as:
The S $\frac{1}{2}$ of Lot 24, FAIR ACRES SUBDIVISION NO. 1, except that part taken for widening
of Kane Street.
(1) Regulations, levies, assessments, water and irrigation rights and
the same Irrigation District. (2) Regulation
of Suburban Sanitary

The S $\frac{1}{2}$ of Lot 24, FAIR ACRES SUBDIVISION NO. 1, except the portion of Kane Street.

SUBJECT TO: (1) Regulations, levies, assessments, water and irrigation rights and easements for ditches and canals of Enterprise Irrigation District. (2) Regulations, levies, liens, assessments, rights of way and easements of South Suburban Sanitary District. (3) Reservations and restrictions, including the terms and provisions thereof, in deed from Walter T. Smith, et al, to John F. Rhoads, dated June 25, 1929, recorded November 19, 1935, in Volume 105, Page 371, Deed Records of Klamath County, Oregon.

(4) THIS SECOND TRUST DEED is inferior, secondary and made subject to a prior Trust Deed on the above-described real property made in favor of Manuel M. Ochoa, recorded in Volume M-77, page 14975, Microfilm Records of Klamath County, Oregon.

WITNESSES

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Dollars, with interest thereon at the rate of per cent per annum, to the beneficiary or order and made by grantor, the

FOR THE PURPOSE OF SECURING THE PAYMENT OF THE SUM OF SEVEN THOUSAND AND NO./100-~~and no~~ DOLLARS, \$7,000.00, payable to beneficiary or order and interest thereon according to the terms of a promissory note of even date herewith, payable per terms of note No. 19, made by said borrower, the sum of principal and interest hereof, if not sooner paid, to be due and payable at the final maturity of said note secured by this instrument is the date, stated above, or which the final installment of said note becomes due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, or which the final installment of said note becomes due and payable.

The real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any creating any restriction thereon; (c) join in any mortgage or lien or charge thereon.

The above described real property is not currently subject to any other lien or encumbrance.

[illegible]

1. To protect, preserve and maintain said building or improvement thereon, and repair; not to remove or 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, and to indemnify the beneficiary so requests, to the extent of the value of the property.

[illegible]

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, written in and amount not less than \$ _____, with loss payable to the latter; all

4. To provide that the said premises, now or hereafter erected on the said premises, and such other hazards as the beneficiary may from time to time require, be written in and insured for an amount not less than \$ _____, by companies acceptable to the beneficiary, with loss payable to the latter; and that the policies of insurance shall be delivered to the beneficiary as soon as insured, and the grantor shall fail for any reason to procure any such insurance and policies of insurance shall be delivered to the beneficiary at least fifteen days prior to the expiration of the term of the said building character placed on said building, and the amount of the said insurance shall be paid to the beneficiary.

[illegible]

the beneficiary may procure the same at grantor's expense. The amount collected under any indebtedness secured hereby and in such order as beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount to collect, any part thereof, may be released to grantor. Such application or release shall be void if beneficiary fails to give notice of default hereunder or invalidate a

5. To keep said premises free from construction liens and to pay

5. To keep said premises free from construction liens and to pay taxes, assessments and other charges that may be levied or assessed upon against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the grantor; should the grantor fail to make payment of any taxes, assessments, liens or other charges payable by grantor, in whole or in part, the beneficiary shall have the right to pay the same out of the proceeds of the sale of the premises with funds with which

taxes, assessments, and other charges against said property due or delinquent and promptly deliver receipt therefor to the grantor. If any taxes, assessments, or other charges become past due or delinquent and are not paid by the grantor, the grantor shall be liable to the beneficiary; should the grantor fail to make payment of any taxes, assessments, or other charges payable by grantor, either before or after the date of the execution of this instrument, the grantor shall be liable to the beneficiary; should the grantor fail to provide for the payment of taxes, assessments, insurance premiums, or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at the rate set forth in the note secured hereby, borrow from the lender the sum of \$10,000.00, with interest thereon at the rate of 12% per annum, as described in paragraphs 6 and 7 of this instrument, and the proceeds of such loan shall be used by the beneficiary to make payment of the taxes, assessments, and other charges against said property.

[illegible][illegible]

same extent that they are bound for the payment of the obligation hereby described, and all such payments shall be immediately due and payable on 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 of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's fees incurred.

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses in connection with or in enforcing this obligation and trustee's and attorney's actually incurred.

7. To appear in and defend any action or proceeding in which the beneficiary or trustee may appear, in affect the security rights of powers of beneficiary or trustee; and to take 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 fee amount of attorney's fees mentioned in this paragraph 7 in any judgment of court and in the event of an appeal from any judgment of court and in the event of an appeal from any judgment of court and in the event of an appeal from any judgment of court.

[illegible]

It is mutually agreed that:

[illegible][illegible][illegible]

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

[illegible][illegible][illegible]

11. The entering upon and taking, 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 in good faith hereunder.

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, the beneficiary may, at his option, elect to foreclose this trust for agricultural purposes or if the above described real property is currently used for agricultural purposes, or for other or grazing purposes, in the manner provided by law for mortgages on real property, or if the property is currently used, the beneficiary may, at his option, elect to foreclose this trust for any other purpose.

[illegible]

all or other cause to be recorded upon the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed by advertisement and

ORS 86.740 to 86.795.

Should the beneficiary elect to live days before the date set by

an son, so privileged

upon the trustee's law and proceed to foreclose this loan as required by law and § 86.740 to § 86.795.

§ 3. Should the beneficiary elect to foreclose by advertisement and trust in default at any time prior to five days before the date set by then after the trustee's sale, the grantor or other person so privileged § 86.760, may pay to the beneficiary or his successors in interest, res- actively, the entire amount then due under the terms of the trust deed and obligation secured thereby (including costs and expenses actually incurred and attorney's fees not the principal as would not

[illegible][illegible]

15. When proceeds of sale pursuant to the powers provided herein, the grantor and beneficiary, may purchase at the sale the property of the trust, but without any matters of fact shall be conclusive evidence of the truthfulness thereof, any person, including the trustee, but not including the grantor and beneficiary, shall apply the compensation of the trustee and the trust deed, (3) to all including the compensation of the trustee and the trust deed, (3) to all including the compensation of the trustee and the trust deed, (3) to all

15. When proceeds of sale to payment of reasonable charge by the trustee shall apply the proceeds of the trustee and the trust deed, (3) to all including the compensation of the trustee and the interest of the trustee in the attorney, (2) to the obligation secured by the interest of the trustee in the having recorded liens subsequent to the order of their priority and deed as their interests may appear in the order of interest entitled surplus, if any, to the grantor or to his successor in interest entitled surplus.

16. For any reason permitted by law trustee named herein or any successor to any trustee appointment, and

16. For any reason permitted by law, beneficiary may from time appoint a successor or successors to any trustee named herein or successor trustee appointed hereunder. Upon such appointment, the successor trustee, the latter shall be treated with conveyance to the appointing trustee, the latter shall be treated with powers and duties conferred upon any trustee herein named or hereunder. Each such appointment and substitution shall be made by beneficiary, by beneficiary, containing reference to this trust, and shall be recorded in the office of the county clerk of the county of the State of California.

paid or conveyed to the successor trustee. No powers and duties conferred upon any trustee hereunder. Each such appointment and substitution shall be by beneficiary, when recorded in the office of the Clerk or Recorder of the county in which the property and its place of record, which, when certified in the office of the Clerk or Recorder of the county or counties in which the property is located, shall be conclusive proof of proper appointment of the successor trustee. This trust when this deed, duly executed and acknowledged is made a public record as provided by law, shall be a public record of pending sale under any other law.

Clerk or recording officer shall be conclusive proof of proper action taken when this deed, duly acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any trust or of any action or proceeding in which grantor, beneficiary shall be a party unless such action or proceeding is brought by trustee.

I am an active member of the Oregon State Bar, a bar association authorized to make

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.

28833
The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-
fully seized in fee simple of said described real property and has a valid, unencumbered title thereto
except as stated above

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, execu-
tors, 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.]

STATE OF OREGON,

County of Klamath

April 3, 1978

Personally appeared the above named

John T. Shaw and Christie L. Shaw

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon

My commission expires: 6-16-81

(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 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.

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:

19

Beneficiary

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

John & Christie Shaw

1050 Kane

Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instru-
ment was received for record on the
28th day of December, 1978,
at 11:59 o'clock A.M., and recorded
in book M-78 on page 28837 or
as file/reel number 60283

Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk

By Jacqueline J. Metter Title
Deputy

Fee \$6.00