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THIS TRUST DEED made this 15th day of December, 1978, between
GLENIS HODGERS & SHARON HODGERS h/w and BRUCE NICKLE & SHIRLEY NICKLE h/w, as Grantor,
TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee,
and CARL J. DEBEVEC AND BARBARA J. DEBEVEC, HUSBAND AND WIFE, 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:
Lot 20, Block 81, Klamath Falls Forest Estates Highway 66, Plat No. 4, in the County
of Klamath, State of Oregon
L6021 DEED CIVIL OF OREGON

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 connec-
tion with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of Three thousand, eight hundred dollars and no/100th parts thereof, 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
trust payment of principal and interest hereof, if not sooner paid, to be due and payable as pre terms of note held herewith
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,
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; to remove or demolish any building or improvement thereon; 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.
 2. 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 same in the proper public office or offices as well as the cost of all lien searches made by title officers or searching agencies as may be deemed desirable by the beneficiary.
 3. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in companies acceptable to the beneficiary, with loss payable to the latter, all of which the grantor shall faithfully reason to procure any such insurance and deliver said policy of insurance now or hereafter placed on said buildings; the beneficiary may procure the same at grantor's expense. The amount payable upon any indebtedness secured hereby and in such order as beneficiary may determine; and the 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 aforesaid, the grantor shall be bound to the payment of the obligation herein set forth, and the payment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.
 4. To pay all costs, fees and expenses of this trust, including the cost of this search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing the obligation and trustee's and attorney's fees actually incurred.
 5. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary or trustee; and in any suit, action 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 5 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.
 6. It is mutually agreed that:
a. In the event that any portion of all or said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to receive compensation therefor that all or any portion of the amount payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate courts; costs and expenses and attorney's fees, incurred hereby, and grantor agrees to its own expense to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
 7. At any time and from time to time upon written request of beneficiary, payment of its fees and reimbursement of this deed and the note for endorsement in the case of full reconveyance, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

NOTE: The Trust Deed Act provides that the trustee hereunder shall deliver to 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.

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 cover if grantor is a natural person, his business or commercial purposes other than agricultural

This deed applies to, binds 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 pledges, 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, delete the words "I, the undersigned" and insert the name of the corporation and the name and position of the officer signing for the corporation.

Cletis R. Rodgers
ALETIS RODGERS
Sharron Rodgers
SHARRON RODGERS
Bruce Nickle
BRUCE NICKLE
Shirley Nickle
SHIRLEY NICKLE

STATE OF OREGON, County of KIAMATH
I, Sharron Rodgers, do hereby certify that the foregoing instrument was signed and acknowledged by the person or persons named therein, 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.

STATE OF OREGON, County of KIAMATH
I, Shirley Nickle, do hereby certify that the foregoing instrument was signed and acknowledged by the person or persons named therein, 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 10-15-82

NOTARY PUBLIC FOR OREGON
My commission expires 10-15-82

STATE OF MISSISSIPPI, County of Laclede
BE IT REMEMBERED, That on this 28th day of December, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bruce Nickle and Shirley Nickle

known to me to be the identical individual(s) described in said instrument who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

DARLINE ALVINA WALKER
NOTARY PUBLIC - MISSISSIPPI
SACRAMENTO COUNTY
My Commission Expires 10-15-82

Darline Alvina Walker
Notary Public for MISSISSIPPI California
My Commission expires 10-15-82

TRUST DEED

STATE OF OREGON

County of KIAMATH

I certify that the within instrument was received for record on the 2nd day of JANUARY, 1979, at 11:18 o'clock P.M. and recorded in book M-79 on page 10 or as file/reel number 60134 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MLINE
COUNTY CLERK

715 First Street
Woodland, CA 95695

FEE \$ 6.00