

12-1 THIS DEED made this 12/14 day of December, 1978, between
ALLETIS RODGERS & SHARON RODGERS, husband and BRUCE NICKLE & SHIRLEY NICKLE h/w,
TRANSAMERICA TITLE INSURANCE COMPANY,
and CARL J. DEBEVEC AND BARBARA J. DEBEVEC, HUSBAND AND WIFE.

WITNESSETH

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

Lots 10 & Block 81 Klamath Falls,
Klamath, State of Oregon.

EE0121 121117

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 thereto, together 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/100 Dollars with interest thereon according to the terms of a promissory note of even date 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, 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 agricultural timber 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; not to permit any waste of said property.
 2. To complete or re-create, 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 requires, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay any filing fees, filing same in the proper public office or offices, as well as the cost of all such searches made by filing officer or searching agencies as may be deemed desirable by the beneficiary.
 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 designate, which may require, in an amount not less than \$100,000, written in policies of insurance shall be delivered to the beneficiary as soon as insured, if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount carry upon any indebtedness secured hereby and in such order as beneficiary so determines, and if the beneficiary so desires, the amount so collected, or any part thereof, may be released to grantor. Such application or release shall not affect payment of subsequent debts.
 5. To keep said property free from taxes, assessments, license fees, maintenance 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, license or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, 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, terms, and for such payments, with interest as aforesaid, the beneficiary, or his assignee, may foreclose this trust deed by advertisement, or otherwise, described as well as the grantor shall be bound to those described, and all such payments shall be immediately due and payable when notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach 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,

NOTES: (a) Prohibited 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 any part of the property; (d) removes, without warrant, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services specified in this paragraph 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 the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, determined.

11. The making, upon and taking possession of, said property, the collection of rents, issues and profits, or the proceeds of the sale of the property, and the compensation or release thereof as aforesaid, shall not cure or waive any default or defect of title hereunder or invalidate any act done pursuant to such notice.

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 and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However, if 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 or, direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall, in the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 85.40 to 86.90.

13. Should the beneficiary elect to foreclose by advertisement and sale, then after default, of any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 85.940, may pay to the beneficiary or his successors in interest, respectively, the entire amount thus due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation, and trustee's and attorney's fees not exceeding \$500.00), other than such portion of the principal as would not then be due had such default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be discontinued by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the buyer(s) a copy of this trust deed.

~~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, but not limited to, 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 F, in all cases shall be determined by the trial court, and in the event of an appeal from any judgment on attorney's fees, the appellate court shall adjudge reasonable, as the beneficiary's or trustee's attorney's fees on such appeal.~~

It is virtually agreed that:

In the event that any portion or all of said property shall be taken by the state or any political subdivision or condemned, beneficiary shall have the right to receive from the state or political subdivision such compensation as the same may be entitled 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 applied by him upon any indebtedness and expenses and attorney's fees, and upon his right to the trial and appellate rights necessarily paid or incurred by beneficiary in such proceedings, and the balance so applied upon the indebtedness created hereby, and grantor, after payment of all expenses to take such action as may be necessary to obtain such compensation promptly upon beneficiary's request.

5. At any time and from time to time upon written request of beneficiary, payment of the sum and presentation of certificate and, without notice or demand, some of full recoverability, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

Attorney, who is an active member of the Oregon State Bar, a bank, trust company or the United States, a life insurance company.

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 (c) if grantor is a natural person, for the business or commercial purposes other than agricultural

purposes.

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 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 striking 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 disclosure to the grantor of his intent to make a loan in reliance upon the information of or dealing upon Stevens-Nash Form No. 1308 or equivalent. If this interpretation is NOT in accordance with the Stevens-Nash Form No. 1306 or equivalent, if compliance with the Act is not required, disregard this notice. If the signer of the above is a representative of an organization, state the name of the organization and the name of the officer signing.

STATE OF OREGON,

DECEMBER 20, 1978.

Personally appeared the above named
Cletis Rodgers, Sherron Rodgers,
and Darlene Alvera Walker,
and acknowledged the foregoing instrument
to be their free and voluntary act and deed.

Notary Public No. 40021
SACRAMENTO, CALIFORNIA
EXPIRES 10-15-82

NOTARY PUBLIC FOR KIAMIATH, CALIFORNIA

EXPIRES 10-15-82

NOTARY PUBLIC FOR SISKIYOU, CALIFORNIA

EXPIRES 10-15-82

Cletis R Rodgers

CLETIS RODGERS

Sherron Rodgers

SHERRON RODGERS

Bruce Nickle

BRUCE NICKLE

Sherley Nickle

SHERLEY NICKLE

STATE OF OREGON, County of

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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

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)

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NASH LAW FIRM, PORTLAND, OREGON

BE IT REMEMBERED, That on this 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 Sherley Nickle

and acknowledged me to be the identical individuals so described in said instrument and further acknowledged they executed the within instrument and acknowledged the same to be their free and voluntary.

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

Darlene Alvera Walker

Notary Public for Klamath California

My Commission expires

OFFICIAL SEAL

DARLENE ALVERA WALKER

NOTARY PUBLIC FOR KIAMIATH, CALIFORNIA

SACRAMENTO, CALIFORNIA

EXPIRES 10-15-82

RECORDED IN THE RECORDS OF THE COUNTY CLERK

AT THE DATE AND TIME STATED ON THE DEED

BY THE CLERK OF THE COUNTY CLERK

IN THE NAME OF THE COUNTY CLERK

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