

WITNESSETH:

Lot 16, Block 13, TRACT NO. 1003, THIRD ADDITION TO MOYINA, Klamath County,
Oregon.

LEONEL DEED

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Dollars with interest

[illegible]

thereon according to the terms of a promissory note or even sale contract, dated March 23, 1984, the final payment of principal and interest hereof, if not sooner paid, to be due and payable on the date stated above, on which the final installment of said note

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final payment of principal and interest hereon is due.

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:

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 act for filing same in 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.

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, in an amount not less than \$ _____, written in a contract or contracts acceptable to the beneficiary, with loss payable to the beneficiary, and the policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to deliver 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 of any policy of insurance now or hereafter placed on said buildings collected under any fire or other insurance policy may be applied to the payment of any indebtedness secured hereby and in which order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release of the grantor from any default or notice of default hereunder or invalidate any action or proceeding hereunder. The beneficiary shall not be bound to insure or not insure and does not pursuant to such notice.

[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.

[illegible]

It is mutually agreed that:

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall be held harmless from the payment of any and all costs and expenses payable thereunder, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in addition to the attorney's fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request, and to sign upon written request of beneficiary.

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

(a) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the property," and the recitals therein of any matters or facts shall be considered proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, grantee may at any time without notice, either in person, by agent or by a receiver to be appointed by the court, enter upon and take possession of any security for the debt hereunder secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, and receive the proceeds of the same, and pay the same to the grantor, its issues and profits, including those past or due, and the costs of the same, and the costs of the collection, including reasonable attorney's fees and costs and expenses of operation and maintenance of the property secured hereunder, and in such order as the 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.

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 mortgage or grantor's 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 security as a mortgage or direct the trustee to foreclose this deed security by advertisement and sale. In the latter event, the beneficiary or the trustee shall execute and cause to be recorded a notice of sale, and upon written notice of default and his election to sell the said secured real property to satisfy the obligations secured hereby, whereupon the trustee shall fix 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 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default of the trustee's sale, the grantor or other person so privileged by law to sell the property, the trustee or his successors, or the person who sells the property under ORS 86.760, may pay to the beneficiary or his successors, out of the proceeds of the trust deed and the trustee's sale, the entire amount then due, including costs and expenses actually incurred in the foreclosure proceedings, and the trustee's and attorney's fees not exceeding \$50 each, and the balance of the proceeds of the sale, if any, then due, shall be paid to the beneficiary or his successors. If the default, in which event he has no defense, occurs after the trustee's sale, the trustee's fees and the attorney's fees shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and at the place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and for cash, payable at the time of sale. Trustee auction to the highest bidder and the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any bid or offer exceeding the trustee, but including the purchase at the sale.

of the truthfulness thereof. Any person who is not the grantor and beneficiary, may purchase at the sale. The trustee shall sell 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 for the attorney, (2) to the obligation secured by the trust, and (3) to all persons having recorded liens subsequent to the creation of the trust in the trust deed as their interest may appear in the order of their priority and (4) the balance, if any, to the grantor or to his successor in interest entitled to such surplus, if any.

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 time appoint a successor to the trustee hereunder. Upon such appointment, and without the necessity of a deed, the trustee named herein shall execute a deed of conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon the trustee named herein, and the appointment and substitution shall be made by deed hereunder. Each deed executed by beneficiary, containing reference to this trust deed and to the deed of appointment, shall be recorded in the County of Cook, Illinois and its place of record, which, when recorded in the County of Cook, Illinois, the Clerk or Recorder of the County of Cook, Illinois, shall be deemed to be the proper 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 of 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.

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.)

(ORS 93.490)

STATE OF OREGON,)
) ss.

County of Klamath)

March 19, 1979

Personally appeared the above named

Everett R. Deets & Myrna M.

Deets

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL) *Everett R. Deets*

Notary Public for Oregon

My commission expires: 2-16-81

STATE OF OREGON, County of) ss.

Personally appeared, 19

and 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: _____, 19

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. 881-1)

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

Grantor

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

CERTIFIED MORTGAGE CO. 836 KLAMATH AVENUE
KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of Klamath) ss.

I certify that the within instrument was received for record on the 20th day of March, 1979, at 10:59 o'clock A.M., and recorded in book M79 on page 6274 or as file/reel number 64297. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clrk

By Berntha Deputy Title