

**TRUST DEED**

March

10 79

THIS TRUST DEED, made this 28th day  
of October, 1984, by and between Diane Lee Dumont,

William L. Sisemore

and Margaret Bailie and Erik Carlson

WITNESSETH:

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

Lots 1, 2 and 3, Block 12, CHILOQUIN DRIVE ADDITION TO THE CITY OF  
CHILOQUIN, in the County of Klamath, State of Oregon.

LB021 DEED

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.

**PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein contained and payment of the 400.00 Dollars, with interest thereon at the rate of 10 per cent per annum.

~~now or hereafter appertaining~~

~~tion with said real estate.~~

**FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein contained and pay Dollars, with interest  
~~sum of \*\*\*Three thousand five hundred and no/100s\*\*\*~~ payable to beneficiary or order and made by grantor, the  
sum of April 3, 1981  
~~tended to the terms of a promissory note of even date herewith; payable~~

sum of \$100,000.00, payable to the order of \_\_\_\_\_, April 3, 1981,  
thereafter according to the terms of a promissory note of even date herewith; provided, however, that the final payment of principal and interest hereof, if not sooner paid, to be due and payable  
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.

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

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:

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; and permit or permit any 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, and 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 execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the 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.

[illegible]

5. To 'keep said' premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property due or delinquent and promptly deliver receipts therefor; charges become payable due or delinquent fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable with funds with which to pay such payment; or by providing bonds with funds with which to pay 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 the aforesaid; the provisions hereof and for such payments, with interest thereon, shall be bound to the extent that they are bound or shall be immediately due and payable with said sums secured by this trust deed; and the payment of the obligation herein described, and all such payments thereof shall, at the option of the beneficiary, be made immediately due and payable with said sums secured by this trust deed; and the trust including the cost

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 any or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by the grantor in such proceedings, shall be paid to the beneficiary and to pay all reasonable costs, expenses and attorney's fees necessarily incurred by it first upon any reasonable demand therefor. The costs, expenses and attorney's fees incurred both in the trial and upon appeals, and the balance applied upon the award in such proceedings, and the balance applied upon the award to the beneficiary in such proceedings, and the grantor agrees, at its own expense, to take such action and execute such instruments as beneficiary's request.

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

[illegible]

be conclusive proof of the fact that the indebtedness shall be not less than \$5,000.00. If the services mentioned in this paragraph shall be not less than \$5,000.00, the beneficiary may at any time without notice, either in person, by agent or attorney, demand the return of the property pointed by a court, and without further enquiry upon and take possession of any security for the indebtedness therefor, in its own name sue or otherwise for the recovery of the same, and the issues and profits, including those past due and to come, and apply the same to the payment of the indebtedness secured hereby, and in such order as beneficiary's fees upon the indebtedness secured hereby, and in such order as 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.

[illegible][illegible]

be due had no default occurred shall be dismissed by the trustee.  
 all foreclosure proceedings, the sale shall be held on the date and at the time  
 place designated in the notice of sale. The trustee shall sell the parcel or parcels  
 in one parcel or in separate parcels, for cash, payable at the time of sale. The  
 auction to the highest bidder. The purchaser's deed in form as required by law  
 shall deliver to the purchaser its deed in form as required by law, express or  
 implied. The recitals in the deed of said person, excluding the trustee, but includ-  
 ing the truthfulness of the foregoing, my purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and (3) any reasonable charge by trustee including the compensation of the trust deed, (4) to all pre-sale taxes or attorney, (2) to the obligation secured by the trust deed and (3) to the balance of the proceeds to the interest of the trustee in the property. If any of the above items shall appear in the order of their priority as set forth as their lien on the property, the interest of the trustee in the property shall be satisfied as their lien on the property. If any of the above items shall appear in the order of their priority as set forth as their lien on the property, the interest of the trustee in the property shall be satisfied as their lien on the property. If any of the above items shall appear in the order of their priority as set forth as their lien on the property, the interest of the trustee in the property shall be satisfied as their lien on the property.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged in accordance with the laws of the State of California, shall be a conclusive proof of proper appointment of the successor 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,

County of Klamath

March 28

19 79

Personally appeared the above named

Diane Lee Switzler, formerly Diane

Lee Dumont

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 2-16-81

STATE OF OREGON, County of \_\_\_\_\_ ss.

19

Personally appeared \_\_\_\_\_ 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 of the \_\_\_\_\_ Trust.

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 COPY  
836 KLAMATH AVENUE  
KLAMATH FALLS, OREGON 97603

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 2nd day of April, 1979, at 3:30 o'clock P.M., and recorded in book M79 on page 7193 or as file/reel number 64898.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Bernice J. Hatch Deputy

Fee \$6.00