

Vol. 79 Page 15938

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

See attached Exhibit "A", and by this reference incorporated herein.

[illegible][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, in

[illegible]

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments 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 due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payments payable by grantor, either insurance premiums, liens or other charges payable by grantor, then by direct payment or by promissory note, at its option, make payments thereof, make such payment, beneficiary may, at its option, make payments 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 priority hereinbefore described, as well as the grantor's obligation hereunder, shall remain in full force and effect until the payment of the same extent that they are bound for the immediate use and payable with interest as such payments shall be immediately due and payable with interest as described, and at the time such payments shall be made at the option of the beneficiary, if 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 the costs 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. The trustee shall defend any action or proceeding purporting to set aside or annul the will of the testator, and in any suit brought by the trustee.

7. To appear in and defend any action or proceeding in which the security rights or powers of beneficiary or trustee may appear, including any action or proceeding in which the beneficiary or trustee may be liable for the foreclosure of this deed, to pay all costs and expenses, in any suit for foreclosure and the beneficiary's or trustee's attorney's fees; and in all cases shall

any suit for the foreclosure of the mortgage and the beneficiary's or trustee's costs, including evidence of the fees mentioned in this paragraph 7, in all cases shall be paid by the mortgagor or grantor, and in the event of an appeal from any judgment of the trial court and in the event of an appeal from any judgment of the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible][illegible]

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

be due and payable

endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any maker for the payment of the indebtedness, trustee shall join in (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 of said property; (d) reconvey, without warranty, all or any of the property to the grantee; (e) reconvey in any reconveyance may be described therein of any matters or facts shall legally entitle thereto, and the recital described as the "person or persons" shall be the conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not exceed the amount of the principal sum of the loan, and the cost of the foregoing shall not be less than \$5.

be conclusive proof of the truth of the foregoing. The sum of \$500.00 shall be not less than \$500.00. If any services mentioned in the foregoing are not rendered by the grantor, the beneficiary may at any time, without notice, either in person, by agent or otherwise, demand that the receiver be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to take possession of and control all the assets, real, personal or mixed, of the grantor, in its own name sue for or otherwise enforce the same, and to collect and receive all the assets, real, personal or mixed, and all the debts and profits, including those past due and unpaid, and to apply the same, after payment of all debts and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as the beneficiary may deem proper, to the satisfaction of said property, the said grantor.

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 performance of any agreement hereunder, the trust created hereby or in sums secured hereby immediately due and payable to the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the trustee to sell the property subject to this trust deed and cause to be recorded the written notice of default and the trustee's election to sell the said described property. In the event the beneficiary or the trustee elects to sell the said property recorded his written notice of default and the trustee's election to sell the said property real property to satisfy the sums secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as is required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 and 86.775.

13. After default at 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 86.760, may pay to the beneficiary or his successors in interest the response amount then due under the terms of the deed and the expenses actually incurred by the trustee in enforcing the terms of the deed and the trustee's fees not exceeding the amount of the response amount, and the trustee would not be liable for any foreclosure proceedings shall be dismissed 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 shall sell the parcels of land, in one parcel or in separate parcels, and shall sell the parcel or parcels of land to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law, warranty, express or implied, and shall execute and deliver to the purchaser a bill of sale. The property so sold, but without any covenant or warranty of fact shall be conclusive proof of the truthfulness of the statements of the person, excluding the trustee, but including the applicant, who may purchase at the sale. The provisions herein, trust

[illegible]

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein, and will cause a duly executed appointment hereunder, upon which shall be vested with all powers and duties conferred upon the trustee herein named or appointed in accordance to the successor trustee, or any trustee herein named or appointed in powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made in writing hereunder. Each such appointment and substitution shall be made in the trust instrument and be attested by beneficiary, containing in the office of the County Clerk and its place of record, which is in any of the counties in which the property is situated, and be filed in the office of the County Clerk of proper appointment of the trustee, executed

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in 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, or a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches.

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

July 5, 1979.

Personally appeared the above named

George C. Fittercraft and Harold Derrah

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/20/82

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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

TRUST DEED

(FORM NO. 801)

Grantor

Beneficiary

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and recorded in book _____ on page _____

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title

By _____ Deputy

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

Return to:

Mr. Harry D. Bevin
110 N. 6th Street
Klamath Falls
Oregon 97601

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.

PARCEL 1: All of Lot 6 and 5 feet by 65.12 feet of Lot 3 lying and being on the Northerly side of the alley, all being in Block 16, Original Town of Klamath Falls, (formerly Linkville) Oregon, more particularly described as follows:

Beginning at the Northwestern corner of Lot 6 Block 16 of the Original Town of Klamath Falls (Formerly Linkville) Oregon; thence Northeasterly along the Easterly boundary line of Pine Street, a distance of 65.12 feet to a point on the Westerly boundary of Lot 7 in said Block 16; thence Southeasterly at right angles to Pine Street a distance of 125 feet; thence Southwesterly and parallel to Pine Street, a distance of 65.12 feet to a point on the Westerly boundary of Lot 3 in said Block 16; thence Northwesterly at right angles to Main Street a distance of 125 feet to the point of beginning.

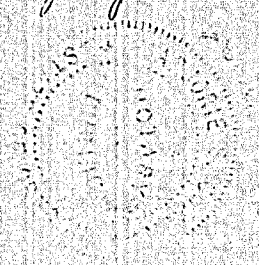
PARCEL 2: The South one-half of Lots 7 and 8 in Block 16 of Original Town of Klamath Falls (formerly Linkville) Oregon, more particularly described as follows: Beginning at the most Northerly corner of Lot 8, Block 16 of the Original Town of Klamath Falls (formerly Linkville) Oregon, thence Southeasterly along the Westerly boundary of 6th Street, a distance of 60 feet to the point of beginning; thence Southwesterly and at right angles to 6th Street a distance of 130.24 feet to a point on the Easterly boundary of Lot 6 in said Block 16; thence Southeasterly and parallel to 6th Street a distance of 60 feet; thence Northeasterly and parallel to Pine Street a distance of 130.24 feet to the Westerly boundary of 6th Street; thence Northwesterly and along the Westerly boundary of 6th Street a distance of 60 feet to the point of beginning.

15949

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me the undersigned, a Notary Public for said State the within named George C. Flitcraft, Mayor, and Harold Derrah, Recorder of the City of Klamath Falls, Oregon, a municipal corporation, who severally acknowledged that as such Mayor and Recorder and for and on behalf of the City of Klamath Falls, Oregon, they each signed and delivered the foregoing Trust Deed on the day and year therein written pursuant to a motion passed by the Common Council of the City of Klamath Falls, Oregon.

WITNESS my hand and official seal this 5th day of July, 1979.



Marion S. Comer
NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF OREGON; COUNTY OF KLAMATH; ss.
led for record at request of Klamath County Title Co.
this 5th day of July A. D. 1979 at 3:30 clock P.M., on
uly recorded in Vol. 478, of Notarices on Page 5938
Wm D. MILNE, County Clerk
By Penelope J. Ketchum

Fee \$12.00

TRUST DEED - CITY OF KLAMATH FALLS TO HOSKING