

TRUST DEED

OWARD C. ALLEN AND NAOMI F. ALLEN, husband and wife
TRANSAMERICA TITLE COMPANY, as Trustee, and
antor.

ROBERT E. CORBIN AND LUCILLE CORBIN, husband and wife
as Beneficiary,

WITNESSETH:

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 13, Block 1, KLAMATH RIVER ACRES
in the County of Klamath, State 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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of four thousand nine hundred dollars to the order of the payee herein named, the grantor hereby agrees to execute and deliver to the payee herein named a promissory note in and to the order of the payee herein named for the sum of four thousand nine hundred dollars with interest thereon according to the terms of a promissory

sum of four thousand nine hundred dollars Dollars, 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 final payment of principal and interest hereof, if not sooner paid, to be due and payable per terms on note, 19 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 installment of said note becomes 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; not to remove or demolish any building or improvement thereon; not to commit 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 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 pay 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 from time to time require, in an amount not less than the full cash value of the buildings, written in the policies of insurance shall be delivered to the beneficiary as soon as insurance policies are procured by the beneficiary, and the beneficiary shall deliver to the grantor shall fail for any reason to procure and maintain such insurance 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 shall procure the same at grantor's expense. The amount of any insurance policy procured by the beneficiary shall be paid to the beneficiary collected under any fire or other insurance policy may be applied by the beneficiary on any indebtedness secured hereby and the entire amount so collected, or may determine, or at option of the beneficiary, the entire amount so collected, or any part thereof, be released to grantor. Such application or release shall not constitute a release or waiver of any default or notice of default hereunder or invalidate any action done pursuant to such notice.

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 said premises, the grantor shall, for and in consideration of the sum of \$100,000 (one hundred thousand dollars) to the grantor, deliver to the beneficiary, 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 property hereinbefore described, as well as the property for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and all such 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 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.

lees actually incurred, and to defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in any such judgment or decree of the trial court shall be deemed to be the amount of attorney's fees actually incurred by the beneficiary or trustee, and the beneficiary or trustee shall agree to pay such sums as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all said assets shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so desires, to demand that all or any portion of the monies payable under such taking be used as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees incurred by beneficiary to pay all reasonable costs, expenses and attorney's fees, incurred by grantor in such proceedings, reasonably costs and expenses and attorney's fees, applicable to the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance apportioned to the beneficiary secured hereby; and grantor agrees to reimburse beneficiary, to take such actions as may be necessary, and to bear the expense, to obtain such request of beneficiary, promptly upon 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 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 granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, to the grantor or any part of the property. The grantee in any reconveyance shall be described as the "person or persons legally entitled to the property" 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 mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, demand payment by agent or by a receiver to be appointed by the 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 use and otherwise collect the rents, issues and profits, including those past due and unpaid, and may sue for and recover the same, together with all costs and expenses of collection, including reasonable attorney's fees, and any 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare the trust security hereby immediately due and payable. In such an event, 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 agricultural foreclosures. However, if the property is not currently used, the beneficiary 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 exercise the cause to be recorded his written notice of sale. The obligations secured hereby, where said described real property shall lie 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 by law.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the then owner of the property, the grantor or other person so privileged by ORS 86.670, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the recorded mortgage, including, but not limited to, the principal, interest, costs and expenses actually incurred in obligation secured by the mortgage, and attorney's fees not exceeding \$500 (each) other than such portion of the principal as would have been due had no default occurred, and the mortgage 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 said property either in one parcel or in several parcels and shall sell the parcel or parcels at the highest bid to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law, or convey the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed or other instrument of conveyance shall be conclusive proof of the facts therein recited. No person, excluding the trustee, but including the grantor and beneficiary, may 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, including the compensation of the trustee and of reasonable charge by trustee's attorney, (2) the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest intended to such surplus.

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 trust created hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee named herein or created hereunder. Each such appointment and substitution shall be made by written instrument signed and acknowledged by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the Clerk or Recorder of the county in which the trust is situated, shall constitute the final and complete 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.)

Howard C. Allen
HOWARD C. ALLEN

Naomi F. Allen
NAOMI F. ALLEN

[ORS 93.490]

STATE OF OREGON,

County of Klamath ss.

Personally appeared the above named

Howard C. Allen & Naomi F. Allen

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

(OFFICIAL SEAL)

Before me:

Donna K. Pick
DONNA K. PICK
Notary Public for Oregon
My Commission Expires 7/7/83

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, and

who, each being first duly sworn, 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 the 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

Beneficiary

AFTER RECORDING RETURN TO

TA donna

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 26th day of July, 1979, at 10:34 o'clock A.M., and recorded in book M79 on page 17763 or as file/reel number 71296, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Smith Deputy