

TRUST DEED

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

LOT 139, BLOCK 31, of the 4th Addition to NIMROD RIVER PARK;
as shown on map in official records of said County.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOUR THOUSAND - ONE HUNDRED DOLLARS thereon according to the terms of a promissory note attached hereto.

then, at the beneficiary's option, all obligations secured by this instrument, irrespective of whether the same are 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, shall become immediately due and payable.

(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 subordination or other agreement affecting this deed; (d) remove any building or improvement on said property.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the indefeasibility of the deed, recitals, hereon of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

amount not less than \$_____ against loss or damage by fire, theft, burglary, or otherwise collect the rents, profits, and expenses of operation and collection; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said collection of such rents, profits and expenses of operation and collection shall be the duty of the beneficiary, and the grantor shall fail if any person to procure any such collection of such rents, profits and expenses of operation and collection.

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 and if the above described indebtedness or agreement is not paid in full within the time specified in the notice of default hereunder or invalidate any act done pursuant to such notice.

any property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either such payment or by providing beneficiaries.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of search as well as the other costs and expenses of the trustee incurred in enforcing this obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not then be due had no default occurred; and thereby cure the principal as would not then all 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 have the right to sell the property in one parcel or in several parcels.

[illegible][illegible]

such proceedings, and the balance applied upon the indebtedness of such instruments as shall be necessary in obtaining such compensation upon beneficiary's request.

Trust Deed Act provides that the trustee hereunder must be either an attorney and loan association authorized to do business in this state, in which case the trustee shall be a party hereto or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOT: In 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 a United States or any agency thereof.

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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.)

Lynden Veeder
Shirley Veeder

STATE OF OREGON, County of Los Angeles, ss.

September 16, 1979

Personally appeared the above named and acknowledged Lynden Veeder and Shirley Veeder, their

Before me, Ronald S. Freeman, Notary Public for Oregon

My Commission Exp. May 23, 1983

My commission expires: May 23, 1983

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