

THIS TRUST DEED, made this 16th day of September, 1979, between LYNDEN VEEDER and SHIRLEY VEEDER, husband and wife, as joint tenants, FIRST AMERICAN TITLE COMPANY, Carter Van Beek, Trustee.

TRUST DEED

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and

FIRST AMERICAN TITLE COMPANY
CARTER VAN PETTEN, a single man,

WITNESSETH

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

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

LOT 139, BLOCK 31, of the 4th Addition to NIMROD RIVER PARK,

map in official records of said County.

together with all and singular the tenements, hereditaments and appurtenances, and all other rights, ^{FOR THE TERM} heretofore or hereafter appertaining, and the rents, issues and profits therefrom, and all the rights, title, interest and claim in and to said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **FOUR THOUSAND ONE HUNDRED DOLLARS** Dollars with thereon according to the terms of a promissory note of even date herewith, payable to beneficiary, final payment of principal and interest hereon.

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. 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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity date, shall become immediately due and payable. The above described real property is not currently worth

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, nor to commit or permit any waste of said property.
2. To complete and pay all taxes, assessments, fees, charges, expenses, costs, claims, demands, debts, obligations, liens, encumbrances, mortgages, and other charges which may at any time be levied, assessed, imposed, created, or incurred against said property.

(a) consent to the making of any map or plat of said property, granting any easement or creating any subdivision.

(a) to make any waste of said property; (b) join in any subordination or other agreement affecting this deed or the lien or charge thereto; (c) join in any reconveyance, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals herein of any man, woman or child, shall be conclusive proof of the truthfulness of such statement; (d) to make any waste of said property; (e) to make any waste of said property; (f) to make any waste of said property; (g) to make any waste of said property; (h) to make any waste of said property; (i) to make any waste of said property; (j) to make any waste of said property; (k) to make any waste of said property; (l) to make any waste of said property; (m) to make any waste of said property; (n) to make any waste of said property; (o) to make any waste of said property; (p) to make any waste of said property; (q) to make any waste of said property; (r) to make any waste of said property; (s) to make any waste of said property; (t) to make any waste of said property; (u) to make any waste of said property; (v) to make any waste of said property; (w) to make any waste of said property; (x) to make any waste of said property; (y) to make any waste of said property; (z) to make any waste of 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 to be appointed by a court, and without regard to the indebtedness hereby incurred, enter upon and take possession of all or any part of the property described herein or any part thereof, or any part of the services mentioned in this paragraph shall not be less than \$5.

To provide and continuously maintain insurance on the buildings or hereafter erected on the said premises against loss or damage by fire such other hazards as the beneficiary may from time to time require, in amounts not less than \$, written in figures acceptable to the beneficiary, with loss caught up to the actual value of the property hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and, if applicable, the same less costs and expenses of operation and collection; including reasonable attorney's fees upon any indebtedness secured hereby, and in all cases 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 security for payment of any default or notice given under this instrument.

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 and if the above described amounts are not paid when due, the beneficiary may

and if notice of default hereunder or invalidate any provision of this instrument, the beneficiary may, 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 deed in equity; however if said real property is not so currently used, the beneficiary, at his election, may proceed to foreclose this trust deed by mortgaging or direct the trustee to foreclose this trust deed.

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 trustee for the trustee's sale, the grantor or other person named in the ORS 36.760 may pay to the trustee the amount due.

the date set by the grantor or other person so privileged by law, the entire amount due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as may be due had no delinquent payment been made.

9. To pay all costs, fees and expenses of this trust including the cost
search as well as the other costs and expenses of the trustee incurred
in connection with or in enforcing this obligation and attorney's
fees incurred.
10. To appear in, and defend, any action or proceeding
to protect the security rights or power of the trustee.

and property either
shall deliver to the purchaser its "deed in form as required by law" conveying
the property so sold, but without any covenant or warranty, express or implied.
The recitals in the deed of any matters of fact shall be conclusive proof
of the truthfulness thereof. Any person, excluding the grantor and beneficiary,
and the trial court and parties.

in this paragraph, 7, in all cases shall be
the trial court, and in the event of an appeal from any judgment or
the trial court, grantor further agrees to pay such sum as the
court shall adjudge reasonable as the beneficiary's or trustee's attor-
ney on such appeal.
It is mutually agreed that, subject
to the event that the
trustee, his heirs, executors, administrators, successors
and assigns, and the person, excluding the trustee, but including
the grantor and beneficiary, may purchase at the sale,
15. When trustee sells pursuant to the powers herein, trustee
shall apply the proceeds of sale to payment of (1) the expenses of sale, in-
cluding the compensation of the trustee and a reasonable charge by trustee's
attorney, (2) to the obligation secured by the trust deed, having recorded
deeds, and (3) to the expenses of recording the same.

in the event that any portion or all of said property shall be taken by right of eminent domain or condemnation, beneficiary shall have the option to require that all or any portion of the monies payable for such taking, which are in excess of the amount required to be paid to the grantor, be paid to the trustee.

the amount required to appoint a successor or successors to any trustee named herein or to any conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be an instrument executed by beneficiary and grantee, and at its own expense.

the independence of its own expense, to take such actions as may be necessary in obtaining such compensation upon beneficiary's request.

