

TRUST DEED

THIS TRUST DEED, made this 15th day of October, 1979, between ROGER L. DUBE and ALISSA DUBE, husband and wife, as tenants by the entirety and GERALD E. GREEN, a married man, as Grantor,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: Lot 40, Block 24, Tract No. 1113, OREGON SHORES UNIT #2, in the County of Klamath State of Oregon.

This Deed of Trust is given to secure a portion of the purchase price and is second and subject to a deed of trust of record.

together with all and singular the tenements, hereditaments and appurtenances to
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-
tion with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of THREE THOUSAND EIGHTY FOUR AND 38/100 - - - - - 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 October 22, 1986.
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:
1. To protect and

To protect the security of this trust deed, grantor agrees:
 1. To protect, preserve and maintain said property in good condition not to commit or permit any building or improvement thereon;
 2. To complete any waste of said property;
 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to proper public office or officer, as well as the cost of all title 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 and such other hazards as the beneficiary may from time to time require, in an amount not less than the full replacement value of the buildings, in companies acceptable to the beneficiary, with loss payable to the beneficiary; if the grantor shall fail for any reason to secure any such insurance, the beneficiary may, at any time, cause any such insurance to be procured by the beneficiary may procure the same at grantor's expense. The amount any party hereto, or at option of beneficiary, may be paid by beneficiary, may determine, or at option of beneficiary, the entire amount so collected, or not cure or waive any default or notice of default hereunder or invalidate any taxes, assessments and other charges that may be levied or assessed upon or against said property before any notice of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor by direct payment or by providing beneficiary with funds with which to make such payment; beneficiary may, at its option, make payment with which to hereto, together with the obligations described in paragraph 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this covenants hereof and of any rights arising from breach of any of the covenants hereinbefore described, as well as the grantor, shall be bound to the payment of the obligations hereof, and all such payments shall be made immediately due and payable to the lender; all sums so paid by the grantor shall 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 incurred;
 7. To appear in and defend any action or proceeding purporting to affect the security or powers of beneficiary or trustee; and in any suit, action or proceeding for the foreclosure of this deed, to pay all costs and expenses of the trial, court, and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such amount as the appellate court shall find to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.
 8. In the event that any person or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall be taken compensation for the loss of the property, to the extent of the amount of the money paid by all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and shall be in the trial and appellate courts necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its own expense, to take such action to execute such instruments as shall be necessary in obtaining such compensation, promptly to the beneficiary's request.
 9. At any time and from time to time upon written request of beneficiary, payment of its fees and expenses of this deed and the attorney's fee and 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 any subdivision or other agreement affecting this deed or the lien or charge thereon; (c) reconvey, without warranty, any part of the property; (d) execute any deed, conveyance or other instrument which may be required by law, or the recitals thereof in 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, at or after notice, either in person, by agent or by a receiver may be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property and issues and profits, including those past due and unpaid, and collect the rents, issues and profits, 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 property, the collection of rents, issues and profits, or the proceeds of fire and other insurance, or compensation or awards for or 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 all sums secured hereby 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 mortgage. However if said real property is not so currently used, the beneficiary may direct the trustee to foreclose this trust deed in equity as to the entire amount secured hereby, and the trustee shall execute and upon the trustee shall fix 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 in ORS 86.740 to 86.795.
 13. Should the beneficiary elect to foreclose by advertisement and sale ORS 86.760, may pay to the beneficiary or his successors or interest, respectively, the entire amount then due under the terms of the trust deed and the enforcing of the terms of the obligation and expenses actually incurred and the proceeds of the sale of the principal as attorney's fees not in excess of \$50 each, and other such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event the sale shall be dismissed by the trustee, in which event the place designated in the notice of sale shall be held on the date and at the time and in one parcel or in separate parcels and the trustee may sell said property either shall deliver to the highest bidder for cash, pay to the purchaser at the time of sale, the property so sold, without any covenant or warranty, required by law conveying the recitals in the deed without any covenant or warranty, express or implied, of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
 14. Otherwise, the proceeds of the sale shall be applied to the payment of the indebtedness secured hereby, including the expenses of sale, including recorded liens subsequent to the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trust deed, (4) to all persons having recorded liens subsequent to the interest of the trust deed, (5) to all persons having recorded liens subsequent to the interest of the trust deed, (6) to all persons having recorded liens subsequent to the interest of the trust deed, (7) to all persons having recorded liens subsequent to the interest of the trust deed, (8) to all persons having recorded liens subsequent to the interest of the trust deed, (9) to all persons having recorded liens subsequent to the interest of the trust deed, (10) to all persons having recorded liens subsequent to the interest of the trust deed, (11) to all persons having recorded liens subsequent to the interest of the trust deed, (12) to all persons 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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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),

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 not applicable; if warranty (b) is applicable and the beneficiary is a creditor not applicable; if warranty (a) is applicable and the beneficiary is a creditor not applicable; if warranty (b) is applicable and the beneficiary is a creditor not applicable.

Roger L. Dube
Alissa Dube

10/20/79
witnessed by
Kerry S. Penn, Witness

STATE OF OREGON, County of
County of

STATE OF OREGON, County of

Personally appeared

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STATE OF CALIFORNIA,
COUNTY OF Los Angeles

SS.

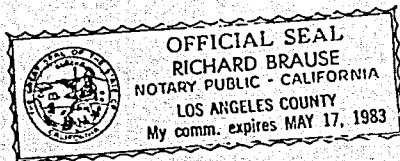
On October 22, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kerry S. Penn known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at Los Angeles, California that he was present and saw Roger L. Dube and Aliss Dube

personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that said subscribed his name thereto as a witness to said execution.

Signature

Richard Brause

FOR NOTARY SEAL OR STAMP



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 FIRM, CO., PORTLAND, ORE.

Roger L. Dube and

Alissa Dube

Gerald E. Green

Gerald E. Green

Gerald E. Green

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Gerald E. Green

STATE OF OREGON

County of Klamath

I certify that the within instru-ment was received for record on the 25th day of October, 1979, at 10:30 o'clock A.M., and recorded in book M79 on page 25027 or as file/reel number 75893

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Deputy

Fee \$7.00

25028