

## TRUST DEED

December....., 1979, between

as Grantor, Deschutes County Title Co.

Kenneth W. Humphries,  
as Beneficiary,

**WITNESSETH:**

as Beneficiary, 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 19 in Block 6 of Jack Pine Village according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

243.00 (\$17,000.00) -----

FOR THE PURPOSE OF SECURING PERFORMANCE OF the sum of Seventeen Thousand and NO/100 (\$17,000.00) Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, this instrument shall be null and void, if said note is not sooner paid, to be due and payable

\_\_\_\_\_ , 19\_\_\_\_

the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due; provided, however, that the principal of said note shall be paid in installments as follows:

\_\_\_\_\_ percent of the principal of said note shall be paid annually on the \_\_\_\_\_ day of \_\_\_\_\_ next following the date hereof, and thereafter each year until the entire principal of said note has been paid.

The undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument executed by him/her.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

The date of maturity of the debt secured by this instrument, or any part thereof, or any interest thereon, shall not become due and payable until the date of the maturity of the debt secured by this instrument, or any part thereof, or any interest thereon, becomes due and payable. In the event the within described property, or any part thereof, or any interest thereon, is 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 dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for:

(a) consent to the making of an

The above described real property,

in support of 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, and to keep the same in good and workmanlike condition and repair, promptly and at all times.

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 real property; the beneficiary so requests, to join in executing such financing documents pursuant to the Uniform Conveyance in the Code as the beneficiary may require and to pay for filing same made 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; to provide and continuously maintain insurance on the buildings

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 other hazards as the beneficiary may from time to time require, in an amount not less than \$ 17,000.00, written in and such amount acceptable to the beneficiary, with loss payable to the latter; all company policies of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall fail for any reason to procure any such insurance and the grantor shall fail for any reason to deliver said policies to the beneficiary at least fifteen days prior to the expiration of said policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. If the amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release of the grantor from any liability or invalidate any note due or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice or require here from construction liens and to pay all

[illegible]

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.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including but not limited to the foreclosure of this deed of trust, or trustee's attorney's fees, including evidence of title and mentioned in this paragraph 7, in all cases, the amount of the trust's debt and in the event of an beneficiary's any judgment or decree of the trial court, grantor further agrees to pay such sum as the appropriate court shall finally 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 of said property shall have been taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for reasonable costs, expenses and attorney's fees, necessarily paid or to be paid by grantor in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts and the balance applied upon the subordination of such proceedings; and beneficiary agrees, at its own expense, to obtain such action executed hereby; and such instruments as shall be necessary in obtaining such action and secure promptly upon beneficiary's request (first upon written request of beneficiary) upon written request of beneficiary.

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

[illegible]

9. 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 adequacy of any security first pointed by a court, and without regard to the validity of said prior lien, the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same and issues and profits including those past due and unpaid, and apply the same to the payment of principal and interest thereon, and all reasonable attorney's fees and costs and expenses of operation and collection, including reasonable attorney's fees, less upon any indebtedness secured hereby, and in such other 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, and payable, the beneficiary may hereby or in his performance of any agreement hereunder, and payable, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary may proceed to foreclose on this trust deed by advertisement and sale, in the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall at once and place of sale this trust deed in thereof as then required by ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale thereof as then provided by law, the trustee shall hold the property in the manner then required in ORS 86.740 to 86.795.

14. 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 sale, the grantor or other person so provided by the trustee for the trustee's sale, the grantor or other person in interest, respectively, ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the interest, the entire amount hereby (including costs and expenses actually incurred in the performance of the obligation and trustee's and attorney's fees not exceeding the amount provided by law) in addition to that sum portion of the principal as would not then be due had no default occurred, and thereby curtail the debt, in which event all foreclosure proceedings shall be dismissed by the court.

15. The principal and interest shall be held on the date and at the time and place specified in the deed, and the trustee shall hold the property, may

14. *Otherwise*, the sale shall be held on the date and at the time and place designated in the notice of sale of the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and at all the time or parcels at auction or in one parcel or in separate parcels payable at the time of sale. Trustee shall deliver to the highest bidder the property payable at the time of sale. The trustee shall deliver to the purchaser the property in form as required by law. The trustee shall deliver to the purchaser 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 trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When the trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable charge to all persons including the trustee, (3) the obligation secured by the mortgage of the trustee in the trust, (4) the interest of the beneficiary in the trust, and (5) the balance of the proceeds to the beneficiary in the order of their priority in the having received hereunder, as appear in the order of their priority entitled to such sum as their interests are entitled to, and (6) the balance of the proceeds to the trustee, if any, to the grantor or to his successor in interest entitled to such sum.

[illegible]

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, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.555.

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

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

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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is 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 Deschutes } ss.  
December 13, 1979.

Personally appeared the above named  
Ray Chamberlain and Aurora  
Chamberlain

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

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: 12-19-80

STATE OF OREGON, County of

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)

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

Ray & Aurora Chamberlain

Grantor

Kenneth W. Humphries

Beneficiary

AFTER RECORDING RETURN TO

KCTC

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the  
day of , 19.

at o'clock M., and recorded  
in book/reel/volume No. on  
page or as document/fee/file/  
instrument/microfilm No.

Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

NAME

TITLE

By

Deputy

EXHIBIT "A"

28802

SUBJECT TO the following exceptions:

1. Right of way for pipe line, including the terms and provisions thereof, given by Jacob Wm. Schabener and Grace E. Schabener, husband and wife, to Pacific Gas Transmission Company, a California corporation, dated September 2, 1960, recorded September 26, 1960, Vol. 324, page 292, Deed records of Klamath County, Oregon, as further defined by Notice of Location dated September 25, 1961, recorded September 28, 1961, Vol. 332, page 580, Deed Records of Klamath County, Oregon.
2. Right of way Easements, including the terms and provisions thereof, given by Betty Jane Ahern to Midstate Electric Cooperative, Inc., a cooperative corporation, dated May 19, 1969, recorded May 22, 1969, Vol. M69, page 3857, and recorded May 27, 1969, Vol. M69, page 3955, Deed Records of Klamath County, Oregon.
3. Reservations and restrictions contained in the dedication and shown on the plat of Jack Pine Village.
4. Building and Use Restrictions for Jack Pine Village recorded May 23, 1969, Vol. M69, page 3870, Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 14th day of December A. D. 1979 at 2:30 o'clock P M., at

July recorded in Vol. M79, of Mortgages on Page 28800

Wm D. MILNE, County Clerk

By Berntha D. Fitch

Fee \$10.50