

## TRUST DEED

31st

December

79

THIS TRUST DEED, made this

31st .....day of

December

79

BILLIE J. KOGER

KLAMATH COUNTY TITLE COMPANY

as Grantor, BILLIE J. KOGER, as Trustee, and  
KLAMATH COUNTY TITLE COMPANY, husband and wife,

FLOYD M. RIACH and FLORETTE RIACH, husband and wife,

as Beneficiary,

WITNESSETH:

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

Grantor irrevocably grants, sells and conveys unto the Grantee all right title and interest in \_\_\_\_\_ County, Oregon, described as:

in \_\_\_\_\_ Klamath \_\_\_\_\_

Grantor irrevocably grants, sells, conveys and all other rights thereunto belonging or in anywise

n Klamath County, Oregon, described as:

Beginning at a point on the South line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 S. R. 9 E.W.M. , which point is North 88°57' East 330.02 feet from the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , thence North 0°35'W.813.8 feet along the East line of the E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section to a point, which said point is the true point of beginning of this description; thence: Continuing N. 0°35'W. along said East line a distance of 75 feet; thence S. 89°25'W. a distance of 135 feet to a point; thence S/ 0°35' E. a distance of 75 feet; thence N. 89°25' E. 135 feet to the true point of beginning, being a poart of said E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 S. R. 9 E.W.M.

S. R. 9 E.W.M.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at St. Louis, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

ATTEST:

\_\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI

sum of THIRTY-TWO THOUSAND and No/100's Dollars, with interest thereon according to the terms of a promissory note with said real estate.

note of even date herewith, payable to beneficiary or order and made by grantor, the \_\_\_\_\_, 19\_\_\_\_, not sooner paid, to be due and payable January 31, \_\_\_\_\_, 19\_\_\_\_, if the debt secured by this instrument is the date, stated above, or if not, then \_\_\_\_\_.

note of even date herewith, payable to beneficiary or order and made by James H. Smith 1990  
not sooner paid, to be due and payable January 31, 1990 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. In the event the within described property or any part thereof, or any interest therein is sold, agreed to be  
sold, conveyed, assigned or otherwise disposed of by the grantor without the written consent or approval of the beneficiary,  
therein, shall become immediately due and payable. Edna Smith Thelma Smith  
The making of any map or plat of said property: (b) join in  
the making of any map or plat of said property: (b) join in any

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

[illegible]

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 may require, in and to the amount not less than \$\_\_\_\_\_. Beneficiary, with loss payable to the latter, and companies acceptable to the latter, delivered to the beneficiary as soon as the policies of insurance shall be delivered to the beneficiary and to the policies of insurance shall fail for any reason to procure any such policies to the grantor and policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance or hereafter placed on said buildings. The cost of any policy of insurance shall be the same at grantor's expense. The beneficiary may procure any other insurance policy may be applicable as beneficiary collected under any indebtedness secured hereby and may apply the same to the principal or, at option of beneficiary, the entire amount so collected, or may terminate, or at option of beneficiary, such application or release shall be no part thereof, may be notice of default hereunder or invalidate any cure or waive any such notice.

5. To keep said premises free from construction liens and to pay all or not certain taxes, assessments and other charges, judgments and other taxes, assessments and other charges that may be levied or assessed upon or against said premises before any part of such taxes, assessments and other charges become past due or delinquent and prior to the payment of any taxes, assessments and other charges payable by grantor to the beneficiary; should the grantor fail to make the payment of any taxes, assessments and other charges payable by grantor to the beneficiary; should the grantor fail to provide beneficiary with funds to which to make the payment of any taxes, assessments and other charges payable by grantor to the beneficiary; by providing beneficiary with funds to which to make the payment thereof, by direct payment, beneficiary may, at its option, set forth in the note secured by this mortgage, the amount of any taxes, assessments and other charges payable by grantor to the beneficiary.

[illegible]

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to affect the trust, trustee, or in any suit,

in connection with the trial court's judgment, and the appellant'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 any suit for the foreclosure of the beneficiary's or trustee's attorney's fees; the including evidence of title as mentioned in this paragraph. 8. In all cases shall be amount of attorney's fees in the event of an appeal from any judgment or order fixed by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of it 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 plan of said property; (b) join in any granting any easement or other agreement affecting this deed or the fee or charge subordination thereon; (c) reconvey, without warranty, all or any part of the property to the person or persons named in any reconveyance may be described in any matters or facts shall legally entitled thereto," and the fullness thereof. Trustee's fees for any of the be conclusive proof of the said shall be not less than \$5.

[illegible]

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.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and all foreclosure proceedings shall be dismissed. The trustee may sell said property and place designated in the separate parcels and shall sell the parcel or parcels in one parcel or in the highest bidder for cash, payable at the time of sale. Trustee auctioneer shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any warranty, express or implied. The recitals in the deed shall be matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the truefulness of the facts, may purchase at the sale. Provided herein, trustee

15. When Trustor sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable fee to all persons performing services for the trustee, (3) the interest of the trustee in the property, (4) the interest of the grantor or the grantor's estate, and (5) the interest of the beneficiary. The interest of the trustee in the property shall be paid first, followed by the interest of the grantor or the grantor's estate, and then the interest of the beneficiary. The interest of the beneficiary shall be paid last. If any, to the grantor or to his successor in interest entitled to such proceeds, shall be permitted by law beneficiary may from time to time sue for the proceeds of sale of the property.

surplus; if any, to the grantor or his heirs.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to the trustee named herein or to any trustee appointed hereunder. Any such appointment shall be made by deed duly acknowledged by beneficiary and recorded in the office of the County Clerk or Recorder of the county of and State of California, and without further notice to the grantor. The latter shall be vested with all powers and duties conferred upon any trustee herein named or to be appointed hereunder. Every such appointment and substitution shall be made by written instrument, executed by beneficiary, containing reference to this trust deed as place of record, which, when recorded in the office of the County Clerk or Recorder of the county of and State of California, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee hereby agrees to execute and cause to be recorded in the office of the County Clerk or Recorder of the county of and State of California, a public record as provided under any other deed of obligation to notify any party hereto of pending action by grantor, beneficiary or trustee or of any action or proceeding in which grantor, beneficiary or trustee may 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath ) ss.  
December 31, 1979

Personally appeared the above named  
Billie J. Koger

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

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon

My commission expires: 7/19/82

STATE OF OREGON, County of ) ss.  
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Personally appeared 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)

## TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 3rd day of January, 1980, at 3:59 o'clock P.M., and recorded in book M80 on page 157 or as file/reel number 78957.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By: [Signature] Deputy