| M No. 881-Oregon Trust Deed Series-TRUST DEED.  | TRUST I   |  | Vol. <u>180</u> Page  | 6086   |
|---|---|--|---|--|
| <b>HIS TRUST DEED, made th</b>  | uis31"=hd   | lay ofMar  | ccn   | , 19.00., between  |
|   |   |  |   |  |
| MOTINTAIN TITL  | E COMPANY   | claration  | of Trust dated 9  | 9-7-72   |
| James R. DeBaun, Trustee U  | under written De  | uciUll (   |   | ,  |
|   |   |  |   |  |
| Beneficiary,<br>Grantor irrevocably grants, bar   | WITNES  | iveys to truste  | e in trust, with pow  | ver of sale, the property  |
|   |   |  |   |  |
|   |   |  |   |  |
| Lot 2, Block 6 of 1st<br>Lat thereof on file in the o   | ffice of the Cou  | unty Clerk   | UL KLAMATH COUR   | <u> </u>   |
|   |   |  |   |  |
|   |   |  |   |  |
|   | . · · ·   |  | and a second  |  |
|   |   |  | ${\bf y}_{i} = {\bf y}_{i}$   |  |
|   |   |  | <u>.</u>  | wate belonding on in another   |
| together with all and singular the tenemen<br>now or hereafter appertaining, and the rem  | nts, hereditaments and a  | appurtenances ar.<br>ereol and all the   | nd all other rights there<br>tures now or herealter a   | attached to or used in conne   |
| together with all and singular the tenences<br>now or hereafter appertaining, and the rem<br>tion with said real estate.<br>FOR THE PURPOSE OF SECUR  | RING PERFORMANCE  | E of each agreen   | ment of grantor herein c  |  |
| FOR THE PURPOSE OF SECUR  | RING PERFORMATION   |  |   |  |
|   | and miles and mi  | nade by grantor,   | the final payment of p  | •  |
| not souner paid, to be due and payable  | ecured by this instrumen  | nf is the date, sta  | et thereof, or any intere   | est therein is sold, agreed to   |
| note of even data to be due and payable<br>not sooner paid, to be due and payable<br>The date of maturity of the debt se<br>becomes due and payable. In the event the<br>sold, conveyed, assigned or alienated by<br>sold, conveyed, assigned or alienated by   | the within described prop<br>the grantor without fi   | perty, or any pa<br>irst having obtain   | ned the written consent<br>pective of the maturit   | t or approval of the beneficia<br>ty dates expressed therein,  |
| old, conveyed, assigned and oblid   | dations secured by this h   |  | - aroting purposes.   |  |
| The above described real property is n  | not currently used to uge   | (a) consent to   | to the making of any map of   | or plat of said property; (b) join<br>restriction thereon; (c) join in   |
| To protect the security of this trus<br>I. To protect, preserve and maintain sai  | ist deed, grantor agrees,<br>aid property in good condition<br>Iding or improvement thereof | on granting any<br>subordination<br>thereof: (d)                                   | or other agreement affects<br>reconvey, without warranty,   | restriction thereon; (c) join in<br>ing this deed or the lien or che<br>all or any part of the property.<br>described as the "person or peri-<br>described as the "person facts s      |
| and repair; not to remain any waste of said propert<br>not to commit or permit any waste of said property an  | rty.<br>nd in good and work:nanlil  | ike grantee in at<br>legally entitle   | iny reconveyance may be d<br>ed thereto," and the recitals  | described as the patters or facts s<br>s therein of any matters or facts s<br>thereof. Trustee's fees for any of   |
| manner any building or improvement which man<br>restroyed thereon, and pay when due all costs incom-  | curred therefor.<br>, regulations, covenants, cond  | 10. U  | Ipon any default by granto  | he agent or by a receiver to be  |
| 3. To comply with all laws, ordinances,<br>in and restrictions altecting said property; it  | the beneficiary so requests,<br>suant to the Uniform Comme                                  | to time without  | a court, and without regard   | by agent or by a recurity<br>I to the adequacy of any security<br>upon and take possession of said p   |
| join in executing such financing statements pursu   | to pay for filing same in t.  | the pointed by a<br>ade the indebtedn<br>the erty or any                           | ness hereby secured, enter up<br>part thereof, in its own nat   | ame sue or otherwise collect the r<br>due and unpaid, and apply the s  |
| by tiling officers or searching agencies as may<br>beneficiary.   | ain insurance on the buildit  | ings less costs and<br>fire ney's less up  | d expenses of operation and<br>pon any indebtedness secured<br>determine.   | ed hereby, and in such order as t  |
| A. To provide and continuously mainta<br>4. To provide and continuously mainta<br>now or hereafter erected on the said premises and<br>the hereafter the second secon | against loss or damage by I<br>against loss or damage by I<br>y from time to time require.  | fire neys lets up<br>in ficiary may of<br>n in 11. T                               | determine.<br>The entering upon and tak   | king possession of said property.  |
| an amount not less than 5<br>companies acceptable to the beneficiary, with  | loss payable to the latter;<br>beneliciary as soon as insur-                                | red: insurance po  | Such reins, touring of au   | wards for any taking of during   |
| policies of inswance shall be delivered to the<br>policies of inswance shall for any reason to proc<br>if the granter thall tail for any reason to proc   | cure any such insurance and<br>fifteen days prior to the expl                               | d to property, an<br>pira- waive any d<br>ings. pursuant to                        | delault or notice of delault<br>such notice.  | n payment of any indebtedness se   |
| if the grainer policies to the beneficiary at least i<br>defiver said policies to the beneficiary at least<br>tion of any policy of insurance now or hered<br>the beneficiary may procure the same at g   | eafter placed on said buildir<br>grantor's expense. The amo<br>plicy may be applied by ben  | ount 12.<br>neli- hereby or in   | Upon default by grantor in<br>n his performance of any agr  | n payment of any indebtedness se<br>freement hereunder, the beneficiary<br>ediately due and payable. In suc-<br>nay proceed to forcelose this trust<br>det to forcelose this trust det |
| collected under any fire or other insurance pol<br>collected under any fire or other insurance pol<br>ciary upon any indebtedness secured hereby at   | and in such order as benefici-<br>the entire amount to collected.                           | ciary hereby or in<br>ciary declare all<br>d. or event the b<br>shall in equity as | sums secured hereby imme<br>beneficiary at his election me<br>as a mortgage or direct the   | ediately due and payers this trust<br>may proceed to foreclose this trust de<br>trustee to foreclose this trust de<br>went the beneliciary or the trustee                              |
| may determine, or at option of beneficiary the<br>may determine, or at option of beneficiary the<br>next thereof, may be released to grantor. S   | Such application or release stault hereunder or invalidate                                  | shall in equity as<br>any advertisement<br>advertisement                           | ent and sale. In the latter ev<br>d cause to be recorded his w  | written notice of default and his ef   |
| act done pursuant to such notice.<br>5. To keep said premises here from co  | construction l'ens and to pay<br>ay be levied or ausessed upor                              | y all to sell the<br>on or hereby, who   | e said described real prope<br>ereupon the trustee shall lix<br>hereupon the trustee shall lix  | the time and place of sale, five<br>proceed to foreclose this trust di   |
| taxes, assessments and before any part of suc   | promptly deliver receipts ther  | other thereof as<br>erefor the manner  | then required by law and<br>r provided in ORS 86.740 to   | b 86.795.  |
| to beneficiary; should the grantor fail to make<br>to beneficiary; should the grantor fail to there the   | harges payable by grantor, ei<br>ciary with funds with which                                | either 13.<br>ch to then after<br>ch to trustee for                                | default at any time prior t<br>the trustee's sale, the gra  | to live days beloic in so priviled<br>antor or other person so priviled<br>iary or his successors in interest,   |
| by direct payment or by providing benefici<br>by direct payment, beneficiary may, at its  | s option, make payment the<br>rate set forth in the note sec                                | cured ORS 86.76  | 60, may pay to the beneficial<br>entire amount then due und   | nder the terms of the trust doed a<br>costs and expenses actually incut  |
| and the annual so paid, with interest at the<br>and the annual so paid, with interest at the<br>hereby, together with the obligations describe<br>hereby, together with the added to and become a   | ed in paragraphs 6 and 7 of<br>part of the debt secured by<br>rising from breach of any of  | y this obligation<br>of the enforcing t  | the terms of the obligation i   | and trustees such portion of the   |
| trust deed, without waiver of any lights and<br>trust deed, without a siver of any rights, with<br>constants hereof and for such payments, with   | th interest as aloresaid, the i<br>grantor, shall be bound to                               | prop- creating on<br>to the cipal as w<br>herein the defaul                        | would not then be due had<br>ilt, in which event all forech   | losure proceedings shall be dismis   |
| erty hereinbefore described, as well as the<br>erty hereinbefore described, as well as the<br>source estent that they are bound for the p   | payment of the obligation h<br>mediately due and payable                                    | herein the delution<br>with- the trustee<br>liciary, 14.                           | t. Otherwise, the sale shall b<br>ignated in the notice of sal  | be held on the drife and at said sa<br>ale or the time to which said said<br>the trustee may sell said property  |
| described, and the nonpayment thereof shall,<br>out notice, and the nonpayment thereof shall,<br>regular all sums secured by this trust deed in   | immediately due and payable   | le and place desi<br>be postpor  | and as provided by law. The arcel or in separate parcels  | s and shall sell the parcel or parts<br>of payable at the time of sale.  |
| constitute a breach of this trust deed.   | ses of this trust including the   | ne cost in one pa<br>neurred auction to<br>prney's shall deliv                     | to the highest bidder for cas   | ed in form as required by law co   |
| of title search as with or in enforcing this oblig:<br>in connection with or in enforcing this oblig:<br>the actually incurred.   | ction or proceeding purporti  | ting to plied. The   | he recitals in the deed of any  | y matters of fact shall be trustee, but in   |
| 7. To appear in and detend any activity rights or powers of beneficiary   | ficiary or trustee; and in any<br>y or trustee may appear, incl                             | cluding the grant<br>res. in-  | tor and beneliciary, may purc<br>5. When trustee sells pursua   | ant to the powers provided herein,<br>ant to the powers provided herein,<br>asyment of (1) the expenses of   |
| affect the security rights which the beneficiary<br>action or proceeding in which the beneficiary<br>any aut for the foreclosure of this deed, to   | to pay all costs and expense<br>v's or trustee's altorney's lee                             | ses, in- 15<br>es; the shall app<br>hall be cluding t                              | 5. When trustee setts plut to ply the proceeds of sale to p<br>the compensation of the trus   | payment of (1) the expenses of<br>istee and a reasonable charge by<br>used by the trust deed, (3) to all   |
| eluding evidence of title and the beneficiary   | a paragraph 7 in all cases shi<br>an appeal front any sudges                                | hall be cluding to<br>ment or attorney.  | (2) to the obligation secur   | a the interest of the trustee in t   |
| decree of the first court, grantic further as<br>pellate court shall adjudge reasonable as f  | the beneficiary's or finistee's   | s after deed as a<br>sui plus. I<br>sui plus.                                      | il any, to the grantor or to  | ed by law heneliciary may from   |
| Te is much appeal.  | all of said property shill be   | narphis<br>a taken to<br>ave the tone app  | 16. For any reason permitte   | ors to any trustee named herein o<br>for Uson such appointment, and  |
| under the right of the require that all of  | any portant of the arround to   | required conveyat  | and duties conferred upon   | any fusite herein named of a   |
| as compensation for such taking, which are<br>as compensation for such taking, expenses and<br>to nav all reasonable costs, expenses and  | attorney's less necessarily i<br>shall be paid to benchuar                                  | part of powers of<br>ary and becounde<br>sy's leve, instrume                       | ler. Each such appointment a<br>ent executed by beneficiary   | hen recorded in the office of the  |
| to pay an exactor in such proceedings,<br>incurred by grantor in such proceedings,<br>applied by it first upon any reasonable cost<br>with in the trial and appellate courts, nec   | stand expenses and afformey<br>cessarily paid or incurred by<br>ance applied upon the indeb | y's less, instrume<br>by benn- and its<br>bredness Clerk of<br>actions shall be    | place of record, which, which which which which which which which we have a state of the county or  | r counties in which the property is  |
| ficiary in such proceedings, and the balar<br>ficiary in such proceedings, and the balar  | own expense, to take such<br>necessary in obtaining such                                    | actions shall be<br>ch com-  | e conclusive proof of proper<br>17. Trustee accepts this tr   | trust when this deed, duly exec  |
| and execute such instruments as shall be<br>and execute such instruments as shall be<br>consident, promptly upon beneficiary's requ-  | time upon written request o   | of bene- obligate  | ed to notily any party heret<br>of any action or proceeding   | record as provided by law. Trust<br>to of pending sale under any othe<br>ing in which frantor, beneficiary<br>n or proceeding is brought by trust                                      |
|   |   | it stind flust of  | a second s | A or processing is provided by the   |
| Persitian, promptly upon beneficial transformer to<br>9 of any fine and from time to<br>Letiev, paintent of its lees and prevental<br>endorsement (in case of bull reconveyances,<br>the liability of any person for the paymer<br>NOTE: the Trust Deed Act provides that the<br>property of this state, its subsidiaries, official   | ent of the indebtedness trust   | stee may shall be  |   | the Orenon State Bar, a bank, trus   |

and the second secon