

Vol. 780 Page

22nd

May 19 80, between

TOWN AND COUNTRY MORTGAGE & INVESTMENT CO.

WITNESSETH:

Klamath, State of Oregon:  
Beginning at a corner common to Tracts 1 and 2 on the Westerly boundary of the secondary highway; thence in a Southerly direction 11 feet; thence in a Westerly direction 128 feet to a point on the line between Tracts 1 and 2, to the point of beginning, all in Imperial Acres.

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.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained herein, the sum of THIRTEEN THOUSAND AND NO/100 Dollars (\$13,000.00) is hereby deposited with said real estate.

FOR THE  
- - - - - THIRTEEN THOUSAND AND NO/100-  
Sum of \_\_\_\_\_ 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 May 28, 1983 ~~xxx~~  
date secured by this instrument is the date, stated above, on which the final installment of said note  
any interest therein is sold, agreed to be

note of even date herewith, payable to beneficiary May 28, 1983 ~~xxx~~  
not sooner paid, to be due and payable May 28, 1983 ~~xxx~~  
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 dates expressed therein, or herein, shall become immediately due and payable.  
The above described property is not currently used for agricultural, timber or grazing purposes.

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 destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the 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.

[illegible]

5. To keep said premises free from construction liens and to pay all assessments, taxes and other charges that may be levied or assessed upon or against said premises and other charges that may be levied or assessed upon or against said premises before any part of such trust proceeds are delivered therefor, the grantor shall deliver receipts therefor to the beneficiary; should the grantor fail to do so, the payment of any taxes, assessments, insurance premiums, interest and other charges payable by grantor, either directly or indirectly, to the beneficiary, shall be provided by the beneficiary with funds with which to make such payments. The beneficiary may, at its option, make payment thereof as it deems appropriate, with interest at the rate set forth in the notes secured and the amount thereof paid, with interest as described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the principal debt secured by this deed, shall be added to and become a part of the principal debt secured by this deed, without waiver of any rights of the beneficiary from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the provisions hereinbefore described, shall bind the grantor, shall be bound to the same extent that the grantor is bound for the payment of the obligation hereinbefore described, and such payments shall be immediately due and payable by the grantor, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's actually incurred.

in connection with or in enforcing this deed, the 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 this deed, to pay all costs and expenses, including evidence of title of the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court; and in the event of an appeal from any judgment or decree of 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.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right, if it so elects, to require that all or any portion of the amount required as compensation for the property taken shall be paid to the beneficiary, less all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to the beneficiary and incurred by grantor in such proceedings, shall be paid to the beneficiary's fees, applied by the first upon and after the date of the taking of the property, and both in the trial and appellate courts, necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the proceeds secured hereby; and grantor agrees, at its expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation for the 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

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all any part of the property. The grantee in any conveyance may, however, as described above, the "person or persons legally entitled thereto," and shall retain title therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not exceed \$50.00 per year. This paragraph 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.

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 event the beneficiary at his election may cause the trustee to foreclose this trust deed in equity as a mortgage. In the latter event the beneficiary or the trustee may advertise and cause to be recorded his written notice of default. The beneficiary or the trustee may also cause to be recorded his notice of sale, give notice to sell the said described real property at the time and place of sale, give notice hereby, whereupon the trustee shall law and proceed to foreclose this trust deed in hereof as then provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale in the manner provided in ORS 86.740 to 86.795, 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 so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the amount then due under the terms of the trust deed and, alternatively, the amount secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trust deed) and attorney's fees not exceeding the amounts provided by law, if no default occurred, and thereby cure principal as would not then be due, and if no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the court.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or 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 shall pay at the time of sale, Trustees' auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without any covenant or warranty, express or implied, the property so sold, but without any matters of fact shall be conclusively presumed the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee for a reasonable charge by trustee's attorney, (2) to the obligations of the trust, (3) to all persons (including the grantor or his estate) subsequently to the interest of the trustee in the trust having received any benefit or interest in the order of their priority and (4) to the grantor or his estate if their interests may appear in the order of their priority and, if such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trust named herein or to any successor trustee appointed hereunder. Upon such appointment, and without the necessity of any further instrument, the trustee so appointed shall have all the powers and duties conferred upon any trustee of this trust as set forth herein. Each such appointment of a successor trustee shall be made by deed hereunder. Each such appointment of a successor trustee shall be recorded in the office of the County Clerk of the county in which the property is situated, and the County Clerk or Recorder of the county shall file a copy of the deed of appointment of the successor trustee.

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, executor or trustee shall be of 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 696.505 to 696.545.

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:

[illegible]

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 Klamath } ss.  
May 22, 1980

Personally appeared the above named

Louis Frank Maffioli and  
Joyce E. Maffioli

and acknowledged the foregoing instru-  
ment to be **their** voluntary act and deed.

Before me;

Notary Public for Oregon

My commission expires: 5-6-84

STATE OF OREGON, County of ) ss.

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

TO: \_\_\_\_\_

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.

**Grantor**

**Beneficiary**

AFTER RECORDING RETURN TO

AFTER RECORDING R  
 Certified Mortgage  
 928 Klamath  
 Klamath Falls, OR  
 97601

STATE OF OREGON,  
County of ..... Klamath ..... } ss.

I certify that the within instrument was received for record on the 22nd day of May, 1980, at 3:59 o'clock P.M., and recorded in book/reel/volume No. M80 on page 9438 or as document/fee/file/instrument/microfilm No. 84632, Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

Wm. D. Milne

By Bernetha A. Nichols Deputy

**Fee \$7.00**