

TRUST DEED

Vol. 1780 Page 9529

HENRY O. HOWARD

FRONTIER TITLE & ESCROW CO.

ALMA L. SCHULTZ and MARGRETA C. WILCOX

WITNESSETH:

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

Lots 1 and 2 in Block 66 as shown on the map entitled "KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT PLAT NO. 3", filed 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of NINE THOUSAND TWO HUNDRED FIFTY & no/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 sum of June 1, 1990 interest hereon, if not sooner paid, to be due and payable on which the final installment of said note

thereon according to the terms of a promissory note of even date herewith, to wit: June 1, 1956, for the final payment of principal and interest hereof, if not sooner paid, to be due and payable on 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.

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; and to permit 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 and pay when due all costs incurred therefor.

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

by filing officers or searching agencies as they may deem beneficial.

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 from time to time require, in and such other policy or policies insurable value written in amount not less than \$_____ payable to the latter; all such companies acceptable to the beneficiary, with the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary such insurance and to if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary now or hereafter placed on said buildings, the beneficiary shall procure the same at grantor's expense. The amount of the beneficiary may procure the same at grantor's expense. The amount of the beneficiary collected under my life or other insurance policy may be applied to the benefit of the beneficiary upon the indebtedness secured hereby and in such amount so collected, or 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 cure or waive any default or notice of default herunder or invalidate any act done pursuant to such notice.

5. I hereby agree to pay to the beneficiary _____ per annum from construction liens and to pay al

not cure or waive any default under the notes of this trust until such time as all debt due pursuant to such notes has been paid.

5. To keep the premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly to remit receipts thereof to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, eitherments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this hereby, together shall be added to and become a part of the principal of this trust deed, shall be added to and become a part of the principal of this trust deed, without waiver of any rights arising from breach of any of the provisions hereof and for such payments, whether made or not, the proprietors hereinbefore described, as well as the grantor, shall be bound to the extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the payment thereof shall, at the option of the beneficiaries, be deemed to have been made immediately due and payable and render all sums secured by this trust deed immediately due and payable and

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. . . and defend any action or proceeding purporting to

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 all and the beneficiary's or trustee's attorney's fees; the amount of a grantor'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 order 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:

8. In the event that any portion or all of said property shall be 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 such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid and incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, applicable in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance so applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation for beneficiary's request.

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

(c) consent to the making of any map or plat of said property; (d) join in any granting any easement or creating any restriction thereon; (e) join in any subordination or other agreement affecting all or any part of the property. The grantee in any conveyance may be described as the "person or persons" mentioned in the recitals thereto, and the recitals therein of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Trustee's fees for any services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent or otherwise, to be appointed by a court, and without further notice, enter upon and take possession of said property, in its own name or by its agent or otherwise, to collect, receive and retain all the income and profits therefrom, in its own name or by its agent or otherwise, and to apply the same, together with the principal, to the payment of the debt hereby secured, and to the payment of all costs and expenses of operation and collection, including reasonable attorney's fees, and to the payment of all taxes and other charges, and to the payment of all interest on the indebtedness secured hereby, and in such order as hereinafter provided, and to the payment of all other obligations of said property, the order of payment to be determined by the court.

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]

Should the beneficiary elect to foreclose by advertisement and sale required by law and provide for a five-day delay between the date set by the trustee for the trust to bid and the date of the sale, the trustee shall, if the beneficiary fails to bid, pay to the beneficiary or his successors in interest, regardless of whether the beneficiary has actually incurred the obligation secured thereby (including the attorney's fees not exceeding \$50 each) other than such portion of the principal as has been paid, the amount of the debt and interest thereon, in which event the trustee shall be reimbursed by the beneficiary or his successors in interest.

be due had no default occurred, and the proceeds of the sale shall be paid by the trustee.

b. In case of default, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and may accept bids payable at the time of sale. Trustee shall deliver the deed to the highest bidder as required by law conveying such interest in the property as the purchaser's deed in form as required by law conveying such interest in the property so sold, but without any covenant or warranty. The trustee shall be conclusively presumed to have complied with all legal requirements, excluding the trustee, but including the truthfulness thereof.

c. ANY PERSON MAY purchase at the sale.

of the truthfulness thereof. Any proceeds of sale of the grantor and beneficiary may purchase at the powers provided herein, trustee or attorney, (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation incurred by the trust, (3) to all persons having recorded liens superior to the interest of the trustee in the trust property, (4) to the interest of the grantor or to his successor in interest entitled to such proceeds, as they may appear in the order of their priority and (4) the balance of the proceeds of sale may be paid to the beneficiary from time to time.

16. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to the trust named herein or to any successor trustee appointed hereunder. Upon such appointment, and without the necessity of any further instrument, the beneficiary shall have the powers and duties conferred upon any trustee or trustees so appointed hereunder. Each such appointment of a successor trustee shall be in writing, and the instrument appointing the beneficiary, containing reference to this trust, filed in the public office of the County of Los Angeles, in the place of record, which, when recorded in the County of Los Angeles, shall constitute the instrument of appointment of the successor trustee. The Clerk or Recorder of the County of Los Angeles shall file and record the instrument 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, beneficiary or trustee is or may be 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 for a business or commercial purpose 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.)

STATE OF OREGON,

County of Klamath

May 23, 19 80

Personally appeared the above named

Henry O. Howard

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

8-23-81

(ORS 93.490)

STATE OF OREGON, County of _____, 19 _____ ss.

Personally appeared _____, 19 _____ and

each for himself and not one for the other, 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 said 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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

FRONTIER TITLE & ESCROW CO.

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 23rd day of May, 19 80, at 4:18 o'clock P.M., and recorded in book M80 on page 9529 or as file/reel number 84739.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernetha H. Hetch Deputy Title

Fee \$7.00