

Vol. ^m 80 Page 14264

as Beneficiary,

More particularly described in Exhibit A attached hereto and
by this reference made a part hereof,

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 made by or on behalf of said party hereto, the sum of **Twenty-Three Thousand, Seven Hundred and 00/100 Dollars, with interest thereon according to the terms of a promissory note executed by said party hereto,**

note of even date herewith, payable to beneficiary of order and made by grantor, the final payment thereon shall be due and payable on or before August 30, 1982.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the property 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, shall become immediately 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; 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 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.

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 \$100,000 insurable value, to be paid in full to the beneficiary, or to the beneficiary's estate, or to the Interall companies acceptable to the beneficiary, as soon as insured; and the policies of insurance shall be delivered to the beneficiary to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings; and the beneficiary may procure the same at grantor's expense. To amount collected under any fire or other insurance policy may be paid by beneficiary upon any indebtedness secured hereunder, or the entire amount so collected, or may determine, or at option of beneficiary, such application or release shall in any part thereof, may be made by default or notice of default hereunder or invalidate any cure or warranty to grantor. Such notice.

act done pursuant to such notice.

5. To keep said 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 deliver receipts therefor to beneficiary; shall also grantor fail to make payment of any taxes, assessments, premiums, liens or other charges payable by grantor, either directly or indirectly, "by providing" beneficiary with funds which will enable such payment, beneficiary may, at its option make such 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 trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants heretofore and for such payments, with interest as aforesaid, the provisions herebefore described as well as the grantor's shall be bound to their entirety; hereinbefore described as well as the grantor's shall be bound to their entirety; and all such payments shall be immediately due and payable as herein described, and if nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable, as herein provided, and all sums secured by this trust deed, including the cost of collection thereof, shall be immediately due and payable as herein provided.

"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 actually incurred in connection with the foregoing proceedings purporting to be in connection with the enforcement of this obligation."

and defend any action or proceeding purporting to affect the security, rights, or powers of beneficiary, or trustee, or the estate of the decedent, or to appear, including action or proceeding in which the beneficiary or trustee or the estate of the decedent may be required to pay all costs and expenses, any suit for the enforcement of the decedent's will, or any suit for the enforcement of the title and the beneficiary's or trustee's fees, including the costs and expenses of the trial and the judgment of attorney's fees mentioned in this paragraph, from any judgment fixed by the trial court and in the event the beneficiary or trustee agrees to pay such sum as the beneficiary or trustee's attorney deems 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 of all of the above-mentioned beneficiary shall have under the right of eminent domain or condemnation, any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required 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 or incurred by the grantor in such proceedings, shall be paid to the beneficiary as provided by it first upon any reasonable costs and expenses actually paid or incurred by both in the trial and appellate courts, necessarily incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such judgment in favor of the 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 endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee

(c) 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 the deed or the lien or charge thereon; (d) reconvey, without reservation, all or any part of the property. The grantee in any of the foregoing may be described as the "person or persons legally interested therein," and the recitals therein of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than _____ per hour and may at any

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security, foreclose upon and take possession of, and sell, collect, the property, or any part thereof, in its own name, sue or otherwise, and apply the same, issues and profits, including those past due, to the satisfaction of the beneficiary's costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as beneficiary may deem proper.

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 case, the event the beneficiary elects his election may proceed to foreclose this trust deed as a mortgage or direct the trustee to foreclose the trust deed by advertisement and sale. In the latter event the beneficiary, the trustee shall execute and cause to be recorded his certificate of default and his election to sell the said described real property to satisfy the obligations secured hereby. The trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

the manner provided in ORS 86.740 to 86.795.

13. 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 trustee's sale, the grantor or other person so privileged to sell under ORS 86.600, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed, including obligation secured thereby (including costs and expenses) and attorney's fees not exceeding the terms of the obligation secured by the trust deed, and thereby cure the preceding amounts payable by the grantor or his successors in interest, and the principal as well as any then due had no default occurred, and thereby cut off the lien of the mortgage, in which event all foreclosure proceedings shall be dismissed without prejudice to the beneficiary, and the date and at the time a

Oftentimes, the sale shall be held on the date and at the time & place designating in the notice of sale or the time to which said sale is postponed as provided by law. The trustee may sell said property either in one parcel, or in separate parcels and installments, payable at the time of sale. Trustee shall deliver to the highest bidder his deed in form as required by law conveying the property so sold, but without any covenant or warranty, except the conclusory phrase "the recitals in the deed of any matter not included therein." The trustee, but including the truthfulness thereof. Any person who purchases at the sale.

15. When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and reasonable charge by all persons, (2) to the satisfaction of the claims secured by the trust deed, (3) to the payment of the taxes subsequent to the interest of the trustee in the trust, and (4) to the satisfaction of the interest of the beneficiary in the trust. Any surplus, if any, to the grantor or to his successor, in interest entitled to a surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named or created herein, and the beneficiary may from time to time appoint a successor trustee appointed hereunder. Upon such appointment and with the execution of a deed of conveyance to the successor trustee, the beneficiary shall be vested with all the powers and duties conferred upon any trustee herein named or appointed herein. Such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to the office of the County Clerk and Recorder of the County in which the property is situated, and its place of record, (which, when recorded, shall be in the office of the County Clerk or Recorder of the County in which the property is situated.) The County Clerk or Recorder of the County in which the property is situated shall be the proper 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 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 696.505 to 696.585.

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 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.)

Charles Franklin Proctor
Chester Franklin Proctor
Martha Yvonne Proctor
Martha Yvonne Proctor

STATE OF OREGON, County of Klamath, ss.
July 21, 1980

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

Personally appeared the above named
CHESTER FRANKLIN PROCTOR and MARTHA YVONNE PROCTOR, husband and wife,

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 _____

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:
[Signature]
Notary Public for Oregon
My commission expires: 2/14/81

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: _____
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 | GRANTEE |
| GEORGE E. MCWHIRTER and MARGARET E. MCWHIRTER | TRUSTEES |
| Beneficiary | |

After recording, return to
1112 15021 DEED
TJA Julie
81838

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.
15021 DEED
AOL NAME 6400 T830
By _____ Deputy

14266

A portion of the Westerly end of Lot "A" of the resubdivision plat of Lots 1, 2, 7 and 8, Block 45, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, described as follows:

Beginning on the Southerly line of Washington Street (formerly Canal Street) at the most Westerly corner of said Lot "A"; thence Southeasterly along the Westerly line of said Lot "A" forty-five feet, more or less, to the most Southerly corner of said Lot "A"; thence Northeasterly along the line between Lots "A" and "B" of said Block 38 feet; thence Northwesterly to a point on the South line of Washington Street, 40 feet Northeasterly from the point of beginning; thence Southwesterly along said Southerly line of Washington Street, 40 feet to the place of beginning.

And a strip of land off the Northeast corner of Lot 6, Block 45 in NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, described as follows:

Beginning on the Southerly line of Washington Street (formerly Canal Street) at the intersection with the Southerly line of said street and the Easterly line of said Lot 6; thence Southerly along the said Easterly line of Lot 6, Ninety feet; thence Westerly at right angles 11 feet; thence Northerly and parallel with the Easterly line of said Lot 6 to Washington Street; thence Easterly along Washington Street to the point of beginning.

Exhibit A

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 led for record at request of Transamerica Title co.
 his 31st day of July A. D. 1980 at 3:51 o'clock P.M., on
 duly recorded in Vol. M80, of Mortgages on Page 14264
 Wm D. MILNE, County Clr
 By Bernetha J. Hetch
 Fee \$10.50