

TRUST DEED

as *Grantor*, Klamath County Title
J.R. Freeman & Dolores M. Galloway, or the survivor
as *Beneficiary*.

WITNESSETH:

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

Lot 10, Block 2, as shown on the map entitled "TRACT NO. 1017 MOUNTAIN LAKE HOMESITES", filed in the office of the County Recorder, Klamath County, State of Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto before 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 THREE THOUSAND THREE HUNDRED AND FIFTY and no/100 ----- Dollars with interest thereon according to the terms of a promissory

sum of THREE THOUSAND THREE HUNDRED AND FIFTY and 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 final payment of principal and interest hereof, if not sooner paid, to be due and payable December 9, 19 82 and by this instrument is the date, stated above, 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.

The above described real 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 and to remove or demolish any building or improvement thereon not to construct or permit any waste of said property.

2. To ensure that the store is promptly and in good and workmanlike manner any building improvement which may be constructed damaged or destroyed when due all costs incurred therefor.

2. To complete the store inventory and to construct, in any manner, any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

[illegible]

4. To provide and continuously maintain insurance on the buildings now or hereafter owned by the said premises against loss or damage by fire and such other perils as the total sum may from time to time require, and on amount not less than \$ N/A

to such other party as the beneficiary may deem proper, in an amount not less than \$ N/A payable to the latter. All companies acceptable to the beneficiary, with loss payable to the latter, all policies of insurance shall be delivered to the beneficiary as soon as insured or the grantor shall fail for any reason to procure any such insurance and to the driver 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. The beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine or at option of beneficiary the entire amount so collected, in any part thereof may be released to grantor. Such application of proceeds shall not cure or waive any default or notice of default hereon by or on behalf of the beneficiary and notice of default hereon by or on behalf of the beneficiary shall not cure pursuant to said notice.

not cure or waive any default or notice of default herein, and act done pursuant to such notice.

5. To keep, said promisee, their heirs, assigns, heirs at law, heirs, executors, administrators, and other assigns, and their heirs, assigns, heirs at law, heirs, executors, administrators, and other assigns, shall pay, or cause to be paid, all such taxes, assessments and other charges becoming due or delinquent, and promptly deliver and effect to beneficiary, should the grantor fail to make payment of such taxes, assessments, insurance premiums, loans or other charges payable by the grantor, by direct payment or by providing beneficiary with funds with which to make such payment. Beneficiary may, at its option, also make such payments, and the amount so paid, with interest at the rate set forth in paragraph 4 hereof, together with the obligations described in paragraph 4 hereof, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest at a default rate, shall be a lien in priority to all other liens, claims and interests in the property hereunder described, as well as the estate of the grantor, to the same extent that they are bound for the payment of the obligations here described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable as a part of the debt secured by the trust deed.

c. 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 trust in connection with or in enforcing this obligation and trustees and all persons actually incurred.

in connection with or in entering this obligation and the loss actually incurred by the insured in connection with or in entering this obligation.

[illegible]

$\frac{d}{dt} \left(\frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$

[illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and preservation of this deed and the note shall be made by the trustee to the beneficiary. In cancellation, without all endorsement or case of full recovery, of the liability of any person in the payment of the indebtedness, trustee

any consent to the making of any map or plan of said property, or in any granting any easement or creating any restriction thereon, or in any subordinating or otherwise encumbering affecting the title to the land or charge thereon, or recovery, with or without warranty, and any other title property. The grantor, its heirs, assigns, and assigns, shall be bound by the system of persons legally entitled thereto, and the existing thereon and all other facts shall be conclusive proof of the truth of the foregoing. There shall be no any of the

17. Upon any default by a grantor in making heretofore, may at any time without notice, either in person, by a duly authorized agent, to be appointed by a court, and without regard to the claims of any security interest in the property hereby conveyed, enter upon and remove from the premises any part thereof in its own name, together with the expenses and profits, including those part due and unpaid and for the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in and to the order of the court may determine.

11. The entering upon and taking possession of the property, the collection of such rent, issues and profits, and the payment thereon and the insurance policies of compensation or award for any taking, expropriation, or the expropriation of the property, and the application of moneys thereon as aforesaid, shall not constitute any default or breach of default hereunder, nor shall 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 other obligation hereunder, the beneficiary hereby declares that all sums secured hereby immediately due and payable. In such event the beneficiary of his election may proceed to foreclose this trust deed and declare the same in full, or direct the trustee to foreclose this trust deed in equity and in accordance with the terms of the trust deed, or elect to sell the property and save to the lender over and above the principal and interest secured hereby and cause to be recorded his written notice of default and his election to sell the said decedent real property to satisfy the obligations secured hereby, whereupon the trustee shall, in the time and manner the trust deed thereon is then required by law and provided to foreclose the trust deed and the manner is set forth in GRS 33-2-101 to 33-2-104.

[illegible][illegible][illegible][illegible]

17. Trustee accepts this trust when this deed shall be recorded and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under or other action of trust or of any action or proceeding in which trustee, beneficiary or it shall be a party unless such action or proceeding is brought by trustee.

[illegible]

24066

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 except covenants, conditions and restrictions and easements of record, trust deed in favor of Dore, Dore & Young, recorded November 29, 1978, Volume M78, Page 26809, Klamath County, Oregon, 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 (c) for a natural person 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.)

STATE OF OREGON,

County of Jackson

December 9, 1980

Personally appeared the above named David J. Stuart

STATE OF OREGON, County of

Personally appeared

duely 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.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 10-30-84

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:

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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 FIRM, CO. PORTLAND, ORE.

David J. Stuart

911 Ross Lane, Medford, OR

J. R. Freeman & Dolores M. Galloway

5217 Dobrot Way, Central Point Oregon 97502

AFTER RECORDING RETURN TO

Southern Oregon Escrow

Ironies

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 12th day of December 1980, at 12:06 o'clock P.M. and recorded in book reel volume No. M80 on page 24065 or as document fee file instrument/microfilm No. 93633 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

By [Signature] Deputy

Fee \$7.00