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as Grantor, KLAMATH COUNTY TITLE COMPANY, as Trustee, and
LAWRENCE FOTINAKIS and DOROTHY FOTINAKIS

as Beneficiary, (Continued)

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

The North one-half of Section 8, Township 36 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of 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 ---Thirty-one Thousand Five Hundred and no/100 Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, it

note, if even date herewith, payable to beneficiary or order and dated _____, per terms of Note # _____, not sooner paid, to be due and payable _____, the date, stated above, on which the final installment of said note is required by this instrument is the date, stated above, on which the interest therein is sold, agreed to be

The date of maturity of the debt secured by this instrument is the date, _____, when the debt 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, or otherwise disposed of, the maturity date of the debt shall be the date of such sale, agreement to sell, or disposition, unless otherwise elected by the grantor without first having obtained the written consent or approval of the beneficiary of the debt.

then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the character of the obligations, shall become immediately due and payable.

The above described real property is not currently owned by the State of California.

To protect the security of this trust deed, grantor agrees:

(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 of said mortgage; and (d) execute any other instrument necessary to carry out or effectuate any part of the property. This shall not be construed to obligate grantor to execute any instrument which would adversely affect the interest of any other party.

1. To protect, preserve and maintain the building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property; and

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by the court, take such action as may be deemed necessary for the protection of the property and the adequacy of any security for the performance of the obligations of the grantor hereunder, including, without limitation, the right to take possession of the property, to sell, lease, convey, or otherwise dispose of the property, to execute any documents necessary to carry out the foregoing, and to institute legal proceedings to enforce the foregoing. The exercise of the foregoing powers shall not constitute a breach of the obligations of the grantor hereunder, and the grantor shall be deemed to have authorized the beneficiary to exercise the foregoing powers on behalf of the grantor.

[illegible]

4. To provide, and continuously maintain insurance, on the buildings erected on the said premises against loss or damage by fire or other cause, and to pay the cost of such insurance, in such time require, in full, to the said beneficiary, the sum of \$1000.00, less costs and expenses of operation and collection, maintaining the said beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

now or hereafter, and such other hazards as the beneficiary may incur, and the full insurable value, written in an amount not less than \$_____, to be delivered to the beneficiary as soon as insured; and the collection of such rents, issues and profits, or the proceeds of fire and theft insurance policies or compensation or awards for any taking or damage to the property, and the application or release thereof as aforesaid, shall not cure hereunder or invalidate any act done or omitted by the beneficiary.

12. Upon default by grantor in payment of any indebtedness secured by this mortgage, hereunder, the beneficiary may, at its option, elect to:

[illegible][illegible]

12. Should the beneficiary elect to foreclose by advertisement and the date set by

to beneficiary; should the grantor fail to make payments, either by check or cash, to the beneficiary, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to pay such obligations, the beneficiary may, at its option, make payment thereof.

[illegible]

trust, deed, without waiver of any right of the principal, shall be deemed to be a discharge of the principal as would not then be due had no such default occurred. In the event of a default, in which event all foreclosure proceedings shall be dismissed, the trustee shall have the right to sell the property, and the sale shall be held on the date and at the time specified in the deed, and the proceeds of the sale shall be paid to the principal as would not then be due had no such default occurred.

14. Otherwise, the notice of sale or the time to which said sale is postponed, as provided by law. The trustee may sell said property in one parcel or in separate parcels and shall sell the parcel or parcels at the time or times specified in the notice of sale or the time to which said sale is postponed, as provided by law.

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

7.10 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, affect the security in which the beneficiary or trustee may appear, including all costs and expenses, incurred by the grantor or beneficiary, may purchase at the sale.

any suit for the foreclosure of this deed, to pay all the costs and expenses of the suit, including the compensation of the trustee and a reasonable charge by the trustee for his services; (2) to the obligation secured by the trust in the deed, recorded liens subsequent to the interest of the trustee in the property, and (3) to the obligation secured by the trust in the deed, recorded liens subsequent to the interest of the trustee in the property, and (4) to the obligation secured by the trust in the deed, recorded liens subsequent to the interest of the trustee in the property.

~~fixed by the trial court and~~ fixed by the trial court. Grantor further agrees to pay such sum as may be decreed by the trial court. Grantor or trustee's attorney shall adjudge reasonable as the beneficiary's or trustee's surplus, if any; to the grantor or to his successor in interest entitled to surplus, in the event no surplus is permitted by law beneficiary may from time

16. For any reason whatsoever, if at any time appoint a successor or successors to any trustee named herein or if at any time a trustee named herein dies, resigns, becomes incompetent, or for any other reason ceases to act as a trustee, the trustee named herein shall, at the time of such occurrence, appoint a successor or successors to the office of trustee named herein, and the successor trustee appointed hereunder, upon such appointment, and with the concurrence of the successor trustee, the latter shall be vested with all the powers, duties and responsibilities of the trustee named herein and appointed hereunder.

right, if it so elects, to be made a party to such proceedings, and to be compensated for such taking, which are in excess of the amount necessary to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and the instrument executed by grantor in such proceedings, shall be recorded in the office of the recorder of the county in which the property is situated, and the same shall be a part of the public records in such office.

applied by it first upon any real estate necessarily paid or incurred by decedent in the trial and appellate courts, the balance applied upon the indebtedness in such proceedings, and the grantor agrees, at its own expense, to take such actions as may be necessary in obtaining such compensation.

9. At any time and from time to time upon written request of beneficiary, the trustee shall execute such instruments as shall be necessary and execute such instruments as shall be necessary.

acknowledged is made a public record of pending sale under any other d
obligated to notify any party hereto of which Grantor, beneficiary or
trust or of any action or proceeding in which Grantor, beneficiary or
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 in 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.
Grantor shall relinquish to Beneficiary all rights to any geothermal power during the term of the Note securing performance of this Trust Deed.

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 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 California) ss.
County of Napa)

December 23, 1980

Personally appeared the above named
JOHN A. MOORE and
CATHEY MOORE

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

Before me:
(OFFICIAL SEAL)

PATRICIA M. BLACK

Notary Public
Napa County
State of California
My Comm. Expires June 11, 1984

STATE OF OREGON, County of) ss.
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Personally appeared

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

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:

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. 97201

JOHN A. MOORE and
CATHEY MOORE
Grantor

LAWRENCE FOTINAKIS and
DOROTHY FOTINAKIS
Beneficiary

AFTER RECORDING RETURN TO:
Klamath Co. Title Co.
422 Main Street
P. O. Box 151
Klamath Falls, OR 97601

OFFER SOLICITED IN THE
OF REGISTRATION & RECORDATION

SPACE RESERVED

FOR
RECORDER'S USE

WILLIAM K. GUNDOBO
COMMISSIONER

NOORIE GUNDOBO
CLERK

NOORIE GUNDOBO
CLERK

STATE OF OREGON,) ss.
County of Klamath

I certify that the within instrument was received for record on the 2nd day of January, 1981, at 11:42 o'clock A.M., and recorded in book/reel/volume No. M81, on page 41, or as document/fee/file instrument/microfilm No. 94323, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Siehn Acting Co. Clerk
By *[Signature]* Deputy

Fee \$7.00