

## TRUST DEED

Vol. 81 Page 4388

THIS TRUST DEED, made this 11 day of March 1981, between Roy W. Price and Christine L. Price and Bruce W. Price, as Grantor, MOUNTAIN TITLE COMPANY, as Beneficiary, Thomas S. Cavener and Vera A. Cavener, Husband and Wife, as Trustee, and

as Grantor, MOUNTAIN TITLE COMPANY

Thomas S. Cavener and Vera A. Cavener, Husband and Wife, as Trustee, and

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:

## LEASL DEED

Lot 10, Block 55, SECOND ADDITION TO HOT SPRINGS, according to the official plat thereof on file 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 THIRTY FIVE THOUSAND THREE HUNDRED FORTY 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 MARCH 11, 2006.

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 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; 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 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 "lien" 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 such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00, written in policies of insurance acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; 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; the beneficiary may procure the same at grantor's expense. The amount of any indebtedness secured hereby, and in such order as beneficiary 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 hereunder or invalidate any act done pursuant to such notice;
5. To keep said premises free from construction liens and to pay all taxes, assessments and financial 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, promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, 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 trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights of the grantor from breach of any of the covenants hereof; and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the property, extent that they are bound for the payment of the obligation hereof described, and all such payments shall be immediately due and payable upon notice of nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed;
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;
7. To appear in and defend any action or proceeding purporting to affect the security or 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 and 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 advise, reasonable as the beneficiary's or trustee's attorney's fees on such appeal;
8. It is mutually agreed that:
- 8.1. 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 or incurred by grantor in such proceedings, shall be paid to beneficiary and both, in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance 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, promptly upon beneficiary's request;
- 8.2. At any time and from time to time upon written request of beneficiary, payment of its fee and presentation of this deed and the note for endorsement (in case of full reconveyance, 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 or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the 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 by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name and otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby; and in such order as beneficiary may determine;
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 an event the beneficiary at his election may proceed to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee shall to sell the said described real property to satisfy the obligations secured hereby, whereupon 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.
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 by ORS 86.740, may, pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby, including costs and expenses actually incurred in enforcing the terms of the obligation, and the principal and interest thereon, including the amounts provided by law, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.
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 sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of 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 the sale, to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, 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 trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
17. Trustee accepts this trust when this deed, fully executed and acknowledged is made a public record as provided by law. Trustee is not bound or 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: This 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 (c) 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, ) ss. County of Klamath, ) ss. March 11th, 1981, ) ss.

Personally appeared the above named Roy W. Price and Christine L. Price and Bruce W. Price

and acknowledged the foregoing instrument to be their voluntary act and deed. Notary Public for Oregon My commission expires 7/13/81

Roy W. Price Christine L. Price Bruce W. Price

STATE OF OREGON, ) ss. County of Klamath, ) ss. March 11th, 1981, ) ss.

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

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: 7/13/81

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. BUREAU OF RECORDS ON FILE IN THE OFFICE OF THE CLERK OF Klamath County FOR 10' BLOCK 22' SECOND ADDITION TO HOL. 2211222' according to the OFFICIAL

TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. TO Klamath County GRANTOR GRANTOR'S ADDRESS Beneficiary

STATE OF OREGON, County of Klamath, I certify that the within instrument was received for record on the 11th day of March, 1981, at 12:46 o'clock P.M., and recorded in book/reel/volume No. MB1 on page 4388 or as document/fee/file/instrument/microfilm No. 96990. Record of Mortgages of said County. Witness my hand and seal of Evelyn Biehn County Clerk By Debra A. Deputy

Fee \$7.00



DECEDENT

OSITION

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

CAUSE

1. NAME (Last, first, middle) <b>White</b>		2. SEX <b>Male</b>		3. AGE - Last birthday (years) <b>58</b>		4. State File Number <b>February 25, 1981</b>	
5. CITY, TOWN OR LOCATION OF DEATH <b>Klamath Falls</b>		6. HOSPITAL OR OTHER INSTITUTION - NAME <b>West Medical Center</b>		7. Under 1 year mos. days <b>58</b>		8. Under 1 day hours min. <b>58</b>	
9. STATE OF BIRTH (If not in U.S.A.) <b>Oregon</b>		10. CITIZEN OF WHAT COUNTRY <b>U.S.A.</b>		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify) <b>Married</b>		12. DATE OF BIRTH (month, day, year) <b>March 29, 1922</b>	
13. SOCIAL SECURITY NUMBER <b>544 - 14 - 0513</b>		14. USUAL OCCUPATION (give kind of work done during most of working life, even if retired) <b>Construction</b>		15. IF HOSP. OR INST. Indicate DOA, OP, Inst., Pm, Inpatient (Specify) <b>Inpatient</b>		16. COUNTY OF DEATH <b>Klamath</b>	
17. RESIDENCE - STATE <b>Oregon</b>		18. KIND OF BUSINESS OR INDUSTRY <b>Highway</b>		19. SPOUSE (IF MARRIED, WIDOWED) <b>Dorothy</b>		20. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No) <b>Yes</b>	
21. FATHER - NAME (first, middle, last) <b>George Nathan Vincent</b>		22. CITY, TOWN OR LOCATION <b>Chiloquin</b>		23. STREET AND NUMBER OR R.F.D., ZIP <b>Star Route 1, Box 80, 97624</b>		24. INSIDE CITY LIMITS (specify yes or no) <b>No</b>	
25. MOTHER - NAME (first, middle, last) <b>Gladys Lorraine Elliott</b>		26. CEMETERY OR CREMATORY - NAME <b>Dallas Cemetery</b>		27. INFORMANT - NAME and relationship to deceased <b>Sharon Wilson / Daughter</b>		28. LOCATION - city or town, state <b>Dallas, Oregon</b>	
29. NAME AND ADDRESS OF FACILITY <b>WARD'S - 1945 Main - Klamath Falls, Oregon 97601</b>		30. DATE SIGNED (Mo., Day, Yr.) <b>2/26/81</b>		31. HOUR OF DEATH <b>4:40 P.M.</b>		32. DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) <b>MAR 2 1981</b>	
33. REGISTRAR <b>MAUDIE PIERCE</b>		34. IMMEDIATE CAUSE <b>Carcinoma of Lung</b>		35. DUE TO OR AS A CONSEQUENCE OF <b>(b)</b>		36. INTERVAL BETWEEN ONSET AND DEATH <b>1-2 yrs.</b>	
37. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) <b>(c)</b>		38. ACCIDENT (Specify Yes or No) <b>No</b>		39. DATE OF INJURY (Mo., Day, Yr.) <b>No</b>		40. HOUR OF INJURY <b>No</b>	
41. INJURY AT WORK (Specify Yes or No) <b>No</b>		42. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify) <b>No</b>		43. DESCRIBE HOW INJURY OCCURRED <b>No</b>		44. AUTOPSY (Specify Yes or No) <b>No</b>	
45. RESERVED FOR REGISTRAR'S USE		46. LOCATION <b>No</b>		47. STREET OR R.F.D. NO. <b>No</b>		48. CITY OR TOWN <b>No</b>	
49. STATE OF OREGON County of Klamath		50. This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.		51. MARIAN ACKERMAN, Registrar Vital Statistics		52. By <b>MAUDIE PIERCE</b> , Deputy Registrar	
53. Date <b>MAR 3 1981</b>		54. VOID IF ALTERED		55. NOT VALID WITHOUT RAISED SEAL OF THE		56. HS-2 (Rev. 1/80)	



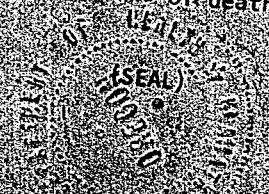
# CERTIFICATE OF DEATH

Local File Number		First Name		Middle Name		Last Name		State File Number	
Beverly		Willard		Thomas				March 6, 1981	
Race (Specify)		Sex		Age - Last birthday (Years)		Under 1 year		Under 1 day	
White		Male		72		mo. days hours min.		mo. days hours min.	
CITY, TOWN OR LOCATION OF DEATH		HOSPITAL OR OTHER INSTITUTION - NAME		IF HOSP. OR INST. Indicate DOA, OP, Emer., Rm., Inpatient (Specify)		Under 1 year		Under 1 day	
Klamath Falls		Merle West Med. Cent.		Inpatient		mo. days hours min.		mo. days hours min.	
STATE OF BIRTH (If not in U.S.A. name country)		CITIZEN OF WHAT COUNTRY		MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)		SPOUSE (IF MARRIED, WIDOWED)		WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify Yes or No)	
Oregon		U.S.A.		Married		Starla F. Thomas		Yes	
SOCIAL SECURITY NUMBER		USUAL OCCUPATION (give kind of work done during most of working life, even if retired)		KIND OF BUSINESS OR INDUSTRY		14a Self-Emp.		Construction	
541-12-2282		Plastering Contractor		14b		2121 Holabird St.		97601	
RESIDENCE - STATE		COUNTY		CITY, TOWN OR LOCATION		STREET AND NUMBER OR R.F.D., ZIP		Inside City Limits (Specify yes or no)	
Oregon		Klamath		Klamath Falls		2121 Holabird St.		X No	
FATHER - NAME		MOTHER - Maiden Name		INFORMANT - NAME and relationship to deceased		LOCATION		City or town state	
Charles Willard Thomas		Mayme Lee Hughes		Starla F. Thomas, Wife		Klamath Falls, Oregon		Ore. 97601	
BURIAL, CREMATION, REMOVAL, etc. (Specify)		CEMETERY OR CREMATORY - NAME		NAME AND ADDRESS OF FACILITY		DATE SIGNED (Mo., Day, Yr.)		HOUR OF DEATH	
Burial		Eternal Hills Mem. Gardens		O Hair's Funeral Chapel, 515 Pine, Klamath Falls		3-6-81		12:13 A. M.	
GENERAL LICENSEE OR OTHER ACTING AS SUCH		NAME AND ADDRESS OF PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.)		REGISTRAR		22a (Signature)	
Kenneth K. Magee, M.D.		Medical Dentl. Bld., Klamath Falls, Ore.		MAR 9 1981		Charles Francis			
PART I (a) IMMEDIATE CAUSE		PART I (b) DUE TO OR AS A CONSEQUENCE OF		PART I (c) DUE TO OR AS A CONSEQUENCE OF		Interval between onset and death		Interval between onset and death	
Respiratory Arrest		CVA		Corboid of generalized atherosclerosis		minutes		20	
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)		ACCIDENT (Specify Yes or No)		DATE OF INJURY (Mo., Day, Yr.)		HOUR OF INJURY		AUTOPSY (Specify Yes or No)	
		No						No	
INJURY AT WORK (Specify Yes or No)		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		DESCRIBE HOW INJURY OCCURRED		WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No)			
No						No			
RESERVED FOR REGISTRAR'S USE		LOCATION		STREET OR R.F.D. NO.		CITY OR TOWN		STATE	

STATE OF OREGON  
County of Klamath

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.

MARIAN ACKERMAN, Registrar Vital Statistics  
By Charles Francis  
Date MAR 10 1981, Deputy Registrar



NOT VALID WITHOUT RAISED SEAL OF THE REGISTRAR