

TRUST DEED

Vol. m81 Page 4635

as Beneficiary.

WITNESSETH:

A portion of that tract of land recorded in Volume 242, Page 100 of Deed Records of Klamath County, Oregon described therein as being that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 E.W.M., Klamath County, Oregon described as follows: Beginning at the Northeast Corner of the above described tract of land which point of beginning is the Northeast Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24 and bears West along the Section line a distance of 1339.75 feet from the Northeast Corner of said Section 24; thence continuing West along the Section line a distance of 125 feet; thence S 0° 19' W 167 feet; thence East parallel to the North Section line 125 feet; thence N 0° 19' E 167 feet to the point of beginning. Excepting therefrom any portion lying in Airway Drive.

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 TWENTY THOUSAND AND NO/100

sum of Twenty Thousand 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

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. Good and workmanlike

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.

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 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 or other hazards as the beneficiary may from time to time require, in

and such other hazards as the beneficiary may from time to time require, in an amount not less than \$_____. The beneficiary shall pay for all such expenses, and 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; if the grantor shall fail to deliver to the beneficiary such insurance and to deliver and pay for the same 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 such insurance shall be paid by the beneficiary in the order as the beneficiary collected under any fire or other insurance policy may be collected by the beneficiary upon any indebtedness secured hereby. The entire amount so collected, or may determine, or at option of the beneficiary, the entire amount so collected, or any part thereof, may be leased to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action 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 believed or assessed upon or against said premises before any part of such taxes, assessments and other

[illegible]

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. In and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary, or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, and in any suit for the foreclosure of the deed of the beneficiary or trustee's attorney's fees; the closing costs 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 such decree or decree of the trial court, grantor further agrees to pay such sum as the appellate court may judge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion of all said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies payable in compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary as incurred by grantor in such proceedings, whether such costs, expenses and attorney's fees be applied by it first upon the said reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, and the balance applied upon the indebtedness of the estate 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 compensation for such taking as beneficiary may 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

(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 thereof; (d) reconvey, without warranty, all the part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto." The recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing services 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 or by a receiver to be appointed by the court, 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 sell, lease, convey, assign, or otherwise dispose of the same, with or without the aid of a receiver, and with or without the aid of a court of law or equity, and pay the proceeds of such sale, lease, conveyance, assignment, or disposition to the beneficiary, less the 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 cause the trustee to foreclose this trust deed in equity as a mortgage. In the latter event the trustee to foreclose this trust deed shall advertise the same in a newspaper of general circulation in the county of Los Angeles and cease to be recorded his written notice of default and his election to foreclose. In the latter event the trustee shall have the right, at any time and place, to sell the said described real property to satisfy the indebtedness secured hereby; whereupon the trustee shall file the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in equity.

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 86.760, may pay to the beneficiary or his successors in interest, respectively, the 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 trustee's and beneficiary's costs exceeding the amounts provided by law) and no default occurred, and thereby principal as would result from a sale with no default occurred, and thereby curbing 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 in full at the time of sale. The trustee shall deliver to the purchaser a deed in the form as required by law conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any person, other than the trustee, but including the trustee, who is present at the sale,

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge for trustee's services, (2) to the obligation secured by the trust deed, (3) to all persons or attorneys, (4) to the obligation secured by the trust deed, (5) to the trustee in the trust having recorded liens subsequent to the date of recording of the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

[illegible]

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 trust 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: Deletions 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 Klamath

March 13, 1981

Personally appeared the above named

George Filippenko and
Elizabeth Filippenko

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

(OFFICIAL SEAL) Linda Stille

Notary Public for Oregon

My commission expires 7/13/81

STATE OF OREGON, County of

ss.

Personally appeared

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

To be used only when obligations have been paid.

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
Beneficiary

AFTER RECORDING RETURN TO
1112 13021 DEED 1112 13021 DEED

MTG 13021

SPACE RESERVED

FOR
RECORDER'S USE

13021 DEED

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 13th day of March, 1981, at 2:11 o'clock P.M., and recorded in book/reel/volume No. M81 on page 4635 or as document/fee/file/instrument/microfilm No. 97131. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evalyn Biehn County Clerk

Debra A. Janssen Deputy

Fee \$7.00

97

Local File Number

State File Number

DECEASED - NAME		First		Middle		Last		State File Number	
CLARENCE		ELTON		MOSS				DATE OF DEATH (month, day, year)	
2 March 5, 1981		DATE OF BIRTH (month, day, year)		6 April 28, 1895					
RACE: White, Black, American Indian, etc. (specify)		SEX		AGE - Last birthday (years)		Under 1 year		Under 1 day	
3 White		4 Male		5a 85		5b		5c	
CITY, TOWN OR LOCATION OF DEATH		HOSPITAL OR OTHER INSTITUTION - NAME (If not in either, give street and number)		IF HOSP. OR INST. Indicate OOA, OP/Emor, Rm, Inpatient (Specify)		6 Inpatient		7d Klamath	
7a Klamath Falls		7b West Medical Center							
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)	
8 Nebraska		9 USA		10 Married		11 Bertha C. Moss		12 Yes	
SOCIAL SECURITY NUMBER		USUAL OCCUPATION (give kind of work done during most of working life, even if retired)		KIND OF BUSINESS OR INDUSTRY					
13 511 - 31 - 2026		14a Barber - retired		14b Self					
RESIDENCE - STATE		COUNTY		CITY, TOWN, OR LOCATION		STREET AND NUMBER OR R.F.D., ZIP		Inside City Limits (specify yes or no)	
15a Oregon		15b Klamath		15c Klamath Falls		15d 4720 Denver Avenue		15e No	
FATHER - NAME		MOTHER - Maiden Name		INFORMANT - NAME and relationship to deceased					
16a Levi - Moss		16b Delphia - Cleveland		18 Bertha C. Moss (Wife)					
BURIAL, CREMATION, REMOVAL, MAUS. (specify)		CEMETERY OR CREMATORY - NAME		LOCATION		city or town		state	
19a Mausoleum		19b Haven of Rest Mausoleum		19c Klamath Falls, Oregon 97601					
FUNERAL SERVICE LICENSEE OR Person Acting As Such (Signature)		NAME AND ADDRESS OF FACILITY							
20a		Kard's Klamath Funeral Home Inc., Klamath Falls, Oregon 97601							
21a (Signature) Mark S. Kochevar		DATE SIGNED (Mo, Day, Yr)		HOUR OF DEATH					
21b March 5, 1981		21c 6:15 A. M.							
21d Mark S. Kochevar, M.D., 1905 Main Street, Klamath Falls, Oregon 97601									
21e									
DATE RECEIVED BY REGISTRAR (Mo, Day, Yr)		REGISTRAR							
22a MAR 5 1981		22b (Signature) Claudia Francis							
23 IMMEDIATE CAUSE		[ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)]							
PART I		(a) Ventricular arrhythmia		Interval between onset and death		10 min			
(b) Extensive myocardial infarction		Interval between onset and death		2 weeks					
(c) Arterio sclerotic heart disease		Interval between onset and death		10 yrs.					
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)		Carcinoma of prostate - metastatic		AUTOPSY (Specify Yes or No)		WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No)			
24 No		25 No							
ACCIDENT (Specify Yes or No)		DATE OF INJURY (Mo, Day, Yr)		HOUR OF INJURY		DESCRIBE HOW INJURY OCCURRED			
26a No		26b		26c		26d			
INJURY AT WORK (Specify Yes or No)		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		LOCATION		STREET OR R.F.D. NO		CITY OR TOWN STATE	
26e		26f		26g					

RESERVED FOR REGISTRAR'S USE

HS-2 (Rev. 1/80)

STATE OF OREGON

County of Klamath

Bertha C. Moss
4720 Denver Ave
K.F.

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 Claudia Francis, Deputy Registrar

Date MAR 5 1981

VOID IF ALTERED

NOT VALID WITHOUT RAISED SEAL OF THE KLAMATH CO. DEPT. OF HEALTH SERVICES

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the
13th day of March A.D., 19 81 at 2:11 o'clock P M., and duly recorded in

Vol M81 of Deeds on Page 4637

Fee \$ 43.50

EVELYN BIEHN

DU 1Y CLERK

By Lebra C. O'neal deputy