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99118

**TRUST DEED**

Vol. m.81 Page 7852

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 29, Block 22, Ferguson Mountain Pines, being a subdivision of the West  
 ½ of Section 5, Township 36 South, Range 13 East of the Willamette Meridian.

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 one thousand three hundred sixty seven and 09/100 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. The date of maturity of the debt secured by this instrument becomes due and payable.

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 date, shall become immediately due and payable.

To protect the security of this trust deed:

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

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, rules and regulations of the City of Chicago, Illinois, and the State of Illinois, relating to the construction, maintenance and repair of buildings and improvements thereon.

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 listing same in the proper public office or offices, as well as the cost of all lien searches made by listing 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 \$ \_\_\_\_\_

[illegible][illegible][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 actually incurred.

act the security rights or powers of beneficiary or trustee; and in any suit, proceeding or the foreclosure of this deed, to pay the expenses, including attorney's fees mentioned in the beneficiary's or trustee's attestation, incurred by the trial court and in the event of this paragraph 7 in all cases shall be charged to the trial court. Grantor further agrees to pay from any judgment or decree of the trial court 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 said property shall be taken by 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 to beneficiary for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessary to be incurred by grantor in such proceedings, shall be paid to beneficiary and retained by it first upon any reasonable demand therefor. In the event that in such trial and appellate courts, necessarily paid expenses and attorney's fees, shall be determined to be in excess of the monies payable to beneficiary hereunder, and grantor and the balance applied upon the indebtedness of beneficiary to grantor, beneficiary shall be authorized to cause its attorneys to execute such instruments as shall be necessary or proper, and to incur and pay the cost thereof, out of its own expense, to take such actions and proceedings, promptly upon beneficiary's request, as may be necessary to carry out the purposes of this agreement.

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 title to the land thereof; (d) reconvey, without warranty, all or any part of the property to the grantor or 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 evidence 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 the grantor in the performance of any of the

[illegible]

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 event and if the above described property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity and sale. In the latter event the beneficiary or the trustee by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and send a written notice of default and the trustee shall execute and send a written notice of sale to satisfy the obligations secured hereby to sell the property on the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in the manner then provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale in default at any time prior to five days before the date of sale by the trustee for the trustee's sale, the grantor or other person so privileged by SRS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and litigation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$500 each) other than such portion of the principal as would not be foreclosed by the sale, and thereby cure the default, in which event foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the

4. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or separate parcels and shall sell the parcel or parcels at or deliver to the purchaser for cash, payable at the time of sale, the trustee property so sold, but without any lien or claim as required by law concerning it. The recitals in the deed of any matter of consent or warranty, express or implied, or 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 sale to payment of (1) the expenses of sale, including the compensation of the trustee and (2) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee for recording fees and recording liens subsequent to the trust deed, (3) to all persons having claims against the trust, and (4) to the interest of the trustee in the trust, in any, to the grantor or to his successor in interest entitled to such proceeds.

16. For any reason permitted by law, beneficiary named from time to time as successor trustee appointed hereunder, upon such appointment, and without synance to the successor trustee, the last shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to be made by written to the place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust

Trustee accept this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not bound to notify any party hereto of pending sale under any other deed of record or of any action or proceeding in which grantor, beneficiary or trustee may 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, or the United States or any agency thereof.

0155-00528

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),

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 or 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, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

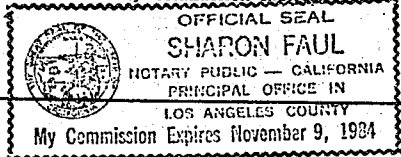
STATE OF California )  
County of Los Angeles ) ss.  
April 1st, 1981  
Personally appeared the above named  
Baltazar Rico & Emma Rico

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

(OFFICIAL SEAL)

Before me:  
Sharon Faul  
Notary Public for California

My commission expires: November 9, 1984



STATE OF OREGON, County of ) ss.  
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Personally appeared and  
who, being duly sworn,  
each for himself and not one for the other, 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 said instrument was signed and sealed in be-  
half 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: , 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: , 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

Real Estate Services Inc.  
22 E. Green Street  
Pasadena, CA 91108

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON

County of Klamath

ss.

I certify that the within instru-  
ment was received for record on the  
4th day of May, 1981  
8:17 o'clock AM., and recorded  
in book M81 on page 7852 or  
as file/reel number 99118,  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn County Clerk

Title

By Debra A. Janzen Deputy

Fee \$7.00

Maria D. Rodriguez