

TRUST DEED

Vol. 1781 Reg. 11983

July, 1981, between

THIS TRUST DEED, made this 1st day of
DOUGLAS M. STILES AND JOAN E. STILES

as Grantor, WILLIAM L. SISEMORE
CERTIFIED MORTGAGE CO., an Oregon corporation

as Beneficiary,

WITNESSETH:

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:

All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the Southerly right of way line of State Highway #66 (Klamath Falls-Lakeview Highway).

EXCEPTING THEREFROM all that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the Southerly right of way line of State Highway 140, as the same is presently located and constructed, and Easterly of the following described line; Beginning at a point on the Southerly right of way line of State Highway 140, from which point the $\frac{1}{4}$ Section corner common to Sections 5 and 8, Township 39 South, Range 10 East of the Willamette Meridian bears North 32°04'55" West, 724.50 feet to a point; thence South 531.50 feet, more or less, to a point on the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8.

That all covenants, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected with or appertaining to the above described premises, now or hereafter attached to or used in connection with the same, be and the same be conveyed unto the said Trustee, his heirs and assigns forever.

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 in the foregoing, the sum of FIFTY THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note executed by the grantor on the 1st day of January, 1961, and the sum of Dollars, with interest thereon according to the terms of a promissory note executed by the grantor on the 1st day of January, 1961, are hereby assigned to the grantee, to be held by the grantee as security for the performance of the obligations of the grantor under the agreements herein contained.

sum of FIFTY 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 not sooner paid, to be due and payable July 1, 1984.

note of even date herewith, payable to beneficiary or order of _____, July 1, 1984. _____, on which the final installment of said note not sooner paid, to be 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, or otherwise disposed of, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary or beneficiaries, this instrument shall nevertheless remain in full force and effect, and shall be enforceable, irrespective of the maturity dates expressed therein, or

then, at the beneficiary's option, all obligations assumed herein, shall become immediately due and payable.

The above described real property is _____

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, and to pay due all costs incurred therefor.

2. To complete or supplement which may be constructed, damaged or destroyed, the building and pay when due all costs incurred therefor. The beneficiary shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said properties pursuant to the Uniform Commercial Code as amended, which 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 public officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain in force on the building now or hereafter erected on the said premises against loss or damage by fire, theft or other hazards as the beneficiary may from time to time require, in and to the sum of not less than \$____ **insurable** _____, written in an amount acceptable to the beneficiary, with loss payable to the latter; and the amount of insurance shall be delivered to the beneficiary as soon as insured; and the beneficiary shall be obligated to procure any such insurance and to deliver said policies of insurance now or hereafter placed on said building to the grantor at least fifteen (15) days prior to the expiration of any policy of insurance now or hereafter placed on said building; and the beneficiary may incur the same at grantor's expense. The amount of any such insurance policy may be applied by the beneficiary as beneficiary under any and other insurance policy may be collected under and any indebtedness secured hereby and in such manner as beneficiary may determine, or at option of beneficiary the 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 charges that may be levied or assessed upon or against said property, before any part of such taxes, assessments and charges become due or delinquent and promptly to pay all such taxes, assessments and charges should the grantor fail to make payment payable by grantor, either by direct payment or by providing for beneficiary with funds with which to make such payment, beneficiary, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the deed and the amount so paid, with obligations described in paragraphs 6 and 7 of this hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, without waiver of any rights arising hereunder, shall be bound to the trust deed, and for such payments, with interest as aforesaid, the promisor, hereinbefore described, as well as the payment of the obligation hereunder, to the extent that they are bound for the payment of the obligation hereunder, shall be bound to pay the same immediately due and payable by the promisor, hereinbefore described, and all such payments shall be immediately due and payable and notice, and the repayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and all sums secured by 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.

[illegible]

It is mutually agreed that: _____

8. 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 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 applied by it first upon any reasonable costs, 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 action and execute such instruments as shall be necessary in obtaining such costs and expenses paid to beneficiary's request. _____

_____ written request of beneficiary

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 to 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 subdivision or other agreement, in whole or any part of the property, the grantee in this paragraph shall be described as the "person or persons" referred to in the recitals thereof; and the recitals therein of any "person or persons" shall be conclusive proof of the truthfulness of the statements of facts therein. The services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, the beneficiary may at any time without notice, either in person or by a duly authorized agent, as pointed by a court, and in the absence thereof to the adequacy of any security loan or other security secured, enter upon and take possession of the property, real or any part thereof, in its own name said security, and collect the rents, issues and profits, including interest thereon, and unpaid, and apply the same to the payment of the principal and interest on the said security, and the costs and expenses of operation and collection, including reasonable attorney's fees and costs, and upon any indebtedness secured hereby, and in such order as the 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 by heretofore performance of any agreement hereunder, and payable, in such an event the beneficiary may proceed to foreclose this trust deed in equity as a mortgage. In the latter event the beneficiary shall advertise and cause to be recorded his written notice of default and his election 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 by first class mail by law and proceed to foreclose this trust deed in equity as a mortgage. The provisions of ORS 86.740 to 86.795 shall apply to the sale of property provided in ORS 86.740 to 86.795, as amended, by advertisement and sale.

[illegible]

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 shall sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in 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 proof of the truthfulness thereof. Any person who purchases at the sale, whether the grantor and beneficiary, may present to the powers provided herein, trustee.

[illegible]

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein and without the consent of the trustee appointed hereunder. Upon such appointment and without the consent of the trustee appointed hereunder, the latter shall be vested with all the powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust 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, duly executed and acknowledged is made a public record as provided by law. Trustee is not 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: 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 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 (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.)

Douglas M. Stiles

Joan E. Stiles

(ORS 93.490)

STATE OF OREGON,
County of Klamath
July 1, 1981

Personally appeared the above named

Douglas M. Stiles and Joan E. Stiles

STATE OF OREGON, County of _____ ss.
_____, 19____

Personally appeared _____ and _____ who, each being first

duly sworn, did say that the former is the _____ president and that the latter is the _____ secretary of _____

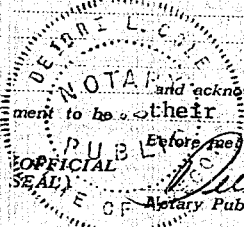
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires:



My commission expires: 6-19-84

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: _____, 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.

Stiles

Grantor

Certified Mortgage Co.

SPACE RESERVED FOR RECORDER'S USE

Beneficiary

AFTER RECORDING, RETURN TO

Certified Mortgage Co.
836 Klamath Ave.
Klamath Falls, Or. 97601

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 2nd day of July, 1981, at 10:21 o'clock A.M., and recorded in book/reel/volume No. M81 on page 11983 or as document/fee/file/instrument/microfilm No. 1628, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Berntha Hellock, Deputy