

2568
MCI#781301TA-M-1235-7
TRUST DEED

Vol. 178 / Page 13486

THIS TRUST DEED, made this 24 day of JULY, 1981, between
LLOYD E. CHIDESTER and HELEN L. CHIDESTER, Husband and Wife
as Grantor, Transamerica Title Insurance Company
-S. DAVID BUTZ and I. JANE BUTZ, Husband and Wife- - as Trustee, and
as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as: Rt. #3 Box 1044-45, Klamath Falls
PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

See addendum attached hereto and made a part hereof, Exhibit "A"
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 connec-
tion with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of -TEN 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 15, 1986.

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, condi-
tions and restrictions affecting said property; if the beneficiary so requests, to
join in executing such financing statements pursuant to the Uniform Commer-
cial 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
an amount not less than \$10,000.00 from time to time require, in
policies acceptable to the beneficiary, with loss payable to the latter; all
if the grantor shall fail for any reason to procure any such insurance and to
deliver said policies to the beneficiary at least fifteen days prior to the expira-
tion of any policy of insurance now or hereafter placed on said buildings,
the beneficiary may procure the same at grantor's expense. The amount
collected under any fire or other insurance policy may be applied by benefi-
ciary upon 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 other 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 and promptly deliver receipts and other
to beneficiary; should the grantor fail to make payment of any taxes, assess-
ments, insurance premiums, liens or other charges payable by grantor, either
by direct payment or by providing beneficiary with funds with which to
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 arising from breach of any of the
covenants hereof and for such payments, with interest as aforesaid, the prop-
erty hereinto described, as well as the grantor, shall be bound to the prop-
erty extent that they are bound for the payment of the obligation herein
described, and all such payments shall be immediately due and payable with-
out notice, and the 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 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, in-
cluding evidence of title and the beneficiary's or trustee's attorney's fees, in-
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 ap-
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-
ney's fees on such appeal.

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 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
applied by it first upon any reasonable costs and expenses and attorney's fees,
both in the trial and appellate courts, necessarily paid or incurred by benefi-
ciary 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 com-
pensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of benefi-
ciary, payment of its fees and expenses of presentation of this deed and the note
and 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 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 ap-
pointed by a court, and without regard to the adequacy of any security for
the indebtedness hereby secured, enter upon and take possession of said prop-
erty or any part thereof, in its own name sue or 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 attor-
ney's fees upon any indebtedness secured hereby, and in such order as benefi-
ciary 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
in equity as a mortgage or direct the trustee to foreclose this trust deed
advertisement and sale. In the latter event the beneficiary or the trustee shall
execute and cause to be recorded his written notice of default and his election
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
thereafter 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
the ORS 86.760, may pay to the beneficiary or his successors in interest, respec-
tively, 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 trustee's and attorney's fees not ex-
cept 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 im-
plied. The recitals in the deed of any matters or facts 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 sale to payment of (1) the expenses of sale, in-
cluding 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
surplus, 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 in any
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 in 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 or
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 696.565.

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 EXCEPT: trust deed dated 6/30/77, recorded 7/1/77 in Book M77, page 11680, given to secure a Note in the amount of \$55,000.00 in favor of Security Savings & Loan Assoc. and easement of record. 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) for the 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 is a commercial loan given for business 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.)

(ORS 93.490)

STATE OF OREGON, }
County of Klamath } ss.
July 27, 1981

Personally appeared the above named
-Lloyd E. Chidester and Helen L. Chidester- -

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:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11-2-82

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.

Mr. & Mrs. Lloyd E. Chidester

Grantor

S. David & I. Jane Butz

Beneficiary

AFTER RECORDING RETURN TO
Mr. & Mrs. S. David Butz
c/o Mortgage Connection, Inc.
7931 N.E. Halsey, Suite 100
Portland, Or 97218

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/tee/file/instrument/microfilm No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

PARCEL 1:

DESCRIPTION

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A parcel of land situated in the SE 1/4 SW 1/4 of Section 7 Township 38 South, Range 9 E.W.M. being more particularly described as follows:

Beginning at a point on the Westerly line of the right of way of the Old Dalles California Highway, which point bears North 89°42' West a distance of 770.8 feet and thence North 6°02' East a distance of 176.5 feet from the quarter section corner common to Sections 7 and 18 Township and Range aforesaid, the said point being at the Southeast corner of the tract herein described; thence North 6°02' East along said Westerly right of way line a distance of 114.4 feet; thence North 89°42' West to a point that is South 89°42' East 200 feet from the Easterly boundary line of the new The Dalles-California Highway; thence Southerly parallel to said Easterly boundary and 200 feet distant therefrom a distance of 113.8 feet, more or less, to a point that is North 89°42' West from the point of beginning; thence South 89°42' East to the point of beginning.

EXCEPTING that portion described as follows: Commencing at the one quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence North 89°42' West 770.80 feet to a point on the Westerly right of way line of the former Dalles California Highway, now a County Road; thence North 06°02' East along said Westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 89°42' West 260.00 feet; thence North 06°02' East 10.00 feet; thence South 89°42' East 260.00 feet to a point on the Westerly right of way line of the aforementioned County Road; thence South 06°02' West 10.00 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the SE 1/4 SW 1/4 of Section 7 Township 38 South, Range 9 E.W.M., being more particularly described as follows:

Beginning at a point on the Westerly right of way line of the old The Dalles-California Highway which bears North 89°42' West 770.8 feet and North 6°02' East 20.1 feet from the quarter section corner common to Sections 7 and 18 Township 38 South, Range 9 E.W.M.; continuing thence North 6°02' East a distance of 156.4 feet to a point; thence North 89°42' West to a point that is South 89°42' East 200 feet from the Easterly boundary of the new The Dalles-California Highway; thence Southerly parallel to and 200 feet distant from said Easterly boundary a distance of 155.63 feet, more or less, to a point that is North 89°42' West of the point of beginning; thence South 89°42' East, to the point of beginning.

PARCEL 3:

A parcel of land situated in the SE 1/4 SW 1/4 of Section 7 Township 38 South, Range 9 E.W.M., being more particularly described as follows:

Beginning at a point which is on the Westerly line of the right of way of the old The Dalles-California Highway, which point bears North 89°42' West a distance of 770.8 feet and thence North 6°02' East a distance of 290.9 feet from the quarter section corner common to Sections 7 and 18 Township and Range aforesaid; thence North 89°42' West to a point which is South 89°42' East 200 feet from the Easterly boundary line of the new The Dalles-California Highway which point is the true point of beginning; thence continuing North 89°42' West a distance of 200 feet to the Easterly boundary line of said highway; thence Southerly along said Easterly boundary to a point which is North 89°42' West of a point which is North 89°42' West 770.8 feet and North 6°02' East 20.1 feet from said section corner common to Sections 7 and 18; thence South 89°42' East 200 feet to a point; thence Northerly parallel to said Easterly boundary and 200 feet distant therefrom to the point of beginning.

EXHIBIT "A"

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ADDENDUM TO TRUST DEED DATED July 24, 1981 between -Lloyd E. Chidester
and Helen L. Chidester as Grantor and Transamerica Title Ins.
Co. as Trustee and S. David Butz and I. Jane Butz, Husband and
Wife as Beneficiary.

1. THIS Trust Deed is subject to and subordinate to that Trust Deed
between Lloyd E. & Helen L. Chidester and Security Savings & Loan
Association which was recorded on July 1, 1977 in Book
M77, Page 11680 (or Recorder's Fee No.) of
Klamath County, given to secure the sum of \$55,000.00 and with interest at
the rate of 9.250 % per annum on the unpaid balance which the Grantor herein
warrants that said trust deed does not now exceed the sum of \$ 53,180.26
as of July 15, 1981.
2. Beneficiary has paid to Grantor on the execution hereof the sum of \$10,000.00
and Grantor agrees to pay all underlying trust deed payments and
payments under this Note and trust deed to the servicing and collection
agency set forth in Paragraph 9A herein. Any payments not made by Grantor on
the underlying Note(s) and trust deed shall constitute a default under
this Note and trust deed and Beneficiary may make such payments and
add them to the Note.
3. (a) Grantor herein agrees to comply with all the terms and conditions of
the trust deed other than with respect to the payment of principal
and interest due under the said trust deed and Note.
- (b) In the event Grantor shall fail to so comply with all terms and
conditions of the said trust deed other than payment of principal and
interest, such failure shall constitute a default under this trust deed
and shall entitle Beneficiary, at its option, to exercise any and all rights
and remedies.
4. (a) Beneficiary agrees to pay to the holder of the first trust deed
the sum of \$53,180.26 unpaid principal balance together with all the
interest thereon accruing thereunder from July 15, 1981 as and when
required by the terms of the said trust deed.
- (b) Notwithstanding the foregoing, Beneficiary's obligation to make the
respective payments of principal and interest as and when due under the
trust deed is conditioned upon the following:
 - (i) Grantor shall not be in default under this trust deed.
 - (ii) Grantor shall comply with all the terms and provisions of the

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trust deed _____ other than with respect to the payments of principal and interest due thereunder after July 15, 1981 -

5. (a) In the event prior to the full term of this Trust Deed, the first trust deed is paid off by any insurance proceeds, by condemnation or any method, the full remaining balance of the note secured by this trust deed shall be immediately due and payable.

(b) Any payments made fifteen (15) days after the due date each month shall be charged a late fee of \$10.00 or 5% of the monthly payment, whichever is greater.

6. (a) Grantor may at any time after six (6) months from the date herein pay off this Note and Trust Deed.

7. Grantor agrees that if he sells, transfers, or otherwise encumbers said property which results in the underlying trust deed increasing its interest rate or accelerating its Note, this Trust Deed and Note shall become immediately due and payable in full.

8. (a) Grantor and Beneficiary agree to promptly send to the other, copies of any notices received by them from the holder of the trust deed or any notices received by them from any other governmental agency.

9. (a) Grantor and Beneficiary agree to have the payments of the note secured by this trust deed collected by Mortgage Connections, Inc., or any agency as both parties shall agree in writing.

10. Time is of the essence of this Trust Deed and it is agreed that in case the Grantor shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Beneficiary may elect to accelerate the entire balance, file a suit in equity for specific performance or file foreclosure; the Beneficiary shall have the right to enter and take possession of the real estate and have a receiver appointed; and no waiver by the Beneficiary of any default on the part of the Grantor shall be construed as a waiver of any subsequent default.

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11. Upon Beneficiary's election to bring suit to enforce any covenant of this Trust Deed, including suit to collect any payment required hereunder, the Grantor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit which sums shall be included in any judgment or decree entered in such suit.

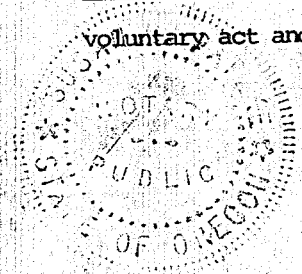
Lloyd E. Chidester
Lloyd E. Chidester

Helen L. Chidester
Helen L. Chidester

STATE OF OREGON)
)
County of Klamath)

Personally appeared before me the above named Lloyd E. Chidester and Helen L. Chidester^{er} and acknowledged the foregoing instrument to be their voluntary act and deed.

Susan C. Latzke
Notary Public for Oregon
My commission expires 11-2-82



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 28th day of July A.D. 1981 at 10:54 o'clock A.M., and
duly recorded in Vol. M81, of Mortgages on Page 13486.

EVELYN BIEHN, County Clerk
By Bernetha A. Latzke

Fee \$21.00