

## TRUST DEED

Vol. 181 Page 2062

as Grantor, TRANSAMERICA TITLE INS. CO., as Trustee, and

OSCAR BREZINA and REGINA E. BREZINA, husband and wife  
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:

Lot 2, Block 33, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT,  
PLAT NO. 2, in the County of Klamath, State of 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.

~~now or hereafter appertaining, and the terms, conditions and covenants contained herein shall survive the termination or expiration of this agreement.~~

~~FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the~~

~~FIVE THOUSAND and NO/100 - - - - - Dollars,~~

~~sum of - - - (\$5,000.00) - - - - - Dollars, with interest thereon according to the terms of a promissory~~

~~note executed by the grantor to the lender, as set forth in Exhibit A attached hereto, which note shall constitute the first document of principal and interest hereof, if~~

sum of FIVE THOUSAND 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 December 1, 1986 on which the final installment of said note is due. The security of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable.

not sooner paid, to be due and payable December 15, 1935.

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.

each tract currently used for agricultural, timber or grazing purposes.

The above described real property is not currently used for agricultural purposes.

To protect the security of this trust deed, grantor agrees:

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 removed 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, by agent or attorney in fact, fails to comply with any of the foregoing requests, conditions and restrictions, the Uniform Commercial Code as the beneficiary may require to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by the filing offices 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 insured may from time to time require; in

less costs and expenses of operation and collection, and the insured'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 insured's heirs, assigns, personal representatives, executors, administrators, attorneys-in-fact, agents, brokers, underwriters, and all persons claiming through or by them, shall have full power to enter upon and take possession of said property at once after the expiration of the term herein provided for, and to sell, lease, convey, assign, mortgage, hypothecate, pledge, or otherwise dispose of the same, and to execute all documents necessary to carry out the purposes of this agreement, and to do all things which may be required to give effect to the intent and purpose of this agreement, and to execute all documents necessary to carry out the purposes of this agreement, and to do all things which may be required to give effect to the intent and purpose of this agreement.

and such other hazards as insurable written in an amount not less than \_\_\_\_\_ the beneficiary, with loss payable to the latter: all companies insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance prior to the expiration of said policy to the beneficiary at least fifteen days prior to said buildings, 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 theft insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine; 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.

11. The entering upon collection of such sums and profits, or the proceeds of fire and other insurance, 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 the beneficiary at his election may elect to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale of the property. The beneficiary or the trustee shall execute and record his written notice of default and his election to foreclose the said secured real property to satisfy the obligations secured hereby.

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 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 payment thereof, at its option, make payment thereof, execute and cause to be recorded a deed of real property to satisfy the obligations secured by the deed of trust, and

6. 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 to sell the said described real property to satisfy the obligations secured hereby, or the beneficiary or his successors in interest, respectively,

[illegible]

4. 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 or postponement is postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the first parcel or parcels first.

6. To pay all costs, fees and expenses of the trustee incurred in the search as well as the other costs and expenses of the trustee and attorney's in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear, defend 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 a suit for the foreclosure of this deed, to pay all costs and expenses, including the costs of attorney's fees and the beneficiary's or trustee's legal fees, including evidence of title and the beneficiary's or trustee's legal fees, including the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be an appeal from any judgment or order of the court.

including evidence of the grantor's fees mentioned in this paragraph 7 in all cases shall be the amount of attorney's fees mentioned in the appeal from any judgment or decree of 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 to the appellee court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

16. For any reason permitted by law beneficiary may from time to time

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 trust created hereunder. Upon such appointment, and with the consent of the trustee so appointed hereunder, the latter shall be vested with all the powers, rights and duties of the trustee named herein or of the trustee named hereunder. Each such appointment and substitution shall be made by written instrument in which the beneficiary shall refer to this trust as

[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 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.

20622  
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 (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

November 30, 19 81

Personally appeared the above named

William C. Manley and

Joyce R. Manley

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-22-85

STATE OF OREGON, County of

, 19

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:

(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

November 19, 1981

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

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

TIA-So. 6th

COIT

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 30 day of November, 1981, at 3:42 o'clock P.M., and recorded in book/reel/volume No. M.81 on page 20621 or as document/tee/file/instrument/microfilm No. 6941. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Joyce M. Miller Deputy

Fee \$8.00