

6991

TRUST DEED

1st day of December, 1981, between

THIS TRUST DEED, made this 1st day of December, 1981, between
 RAYMOND GENE LAKEY and CONNIE CORAL LAKEY, husband and wife,
 as Grantor, H. F. SMITH, Attorney at Law,
 LELAND WILLIAM BLIND, FINNIE LEE SPACKMAN, JANICE MARIE MARTIN, and
 WILLIAM WARD BLIND, 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:

That portion of the NW 1/4 SE 1/4 NW 1/4, Section 2, Township 39 S., R. 9
 E.W.M., more particularly described as follows: Beginning at a point
 on the West line of the SE 1/4 NW 1/4, said Section 2, which is N. 0°35' W.
 441.2 feet from the SW corner of said SE 1/4 NW 1/4, Section 2; thence
 N. C°35' W. along said West line 75 feet; thence N. 89°25' E. 135 feet;
 thence S. 0°35' E. 75 feet; thence S. 89°25' W. 135 feet to the point
 of beginning, containing .232 acres, more or less,

WITNESSETH:

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 thereto 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 NINETEEN THOUSAND TWO HUNDRED FIFTY-TWO 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 December 1, 2001.

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, contracted, 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
 or 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, condi-
 tions and restrictions affecting said property; if the beneficiary so requests to
 him in writing such financial statements pursuant to the Uniform Commer-
 cial Code as the beneficiary may require and to pay for filing same in the
 office of the public office or officer, as well as the cost of all title searches made
 by third officers or searching agencies as may be deemed desirable by the
 beneficiary.

To provide and continuously maintain insurance on the buildings
 and such other hazards as the grantor may elect, from time to time, require, in
 an amount not less than \$ 2,500.00, written upon a company acceptable to the
 beneficiary, with loss payable to the latter, all policies of insurance shall be delivered to the beneficiary as soon as insured
 and delivered to the beneficiary at least fifteen days prior to the expiration
 of any policy of insurance now or hereafter placed on the 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 the
 beneficiary upon any indebtedness secured hereby and in such order as bene-
 ficiary determines, or at option of beneficiary, the entire amount so collected, or
 any part thereof, may be retained by grantor. Such application or release shall
 not entitle or waive any default or notice of default hereunder or invalidate any
 notice pursuant to such notice.

5. To keep said premises free from construction rents and to pay all
 taxes, assessments and other charges that may be levied or assessed upon
 claimant said property before any part of such taxes, assessments and other
 charges become due or delinquent and promptly deliver receipts therefor
 to beneficiary, should the grantor fail to make payment of any taxes, assess-
 ments, insurance premiums, bonds or other charges payable by him to either
 his direct payment or by providing beneficiary with funds with which to
 make such payment, beneficiary may, at its option, make payment thereof
 and the amount so paid, with interest at the rate set forth in the note secured
 hereby, together with the obligations described in paragraphs 2 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 right arising from breach of any of the
 covenants, agreements and for such payments, with interest as aforesaid to the prop-
 erty hereinabove described, as well as the grantor, shall be bound to the
 beneficiary, except that they are bound for the payment of the obligation herein-
 described, and such payments shall be immediately due and payable with-
 out notice, and the nonpayment thereof shall, at the option of the beneficiary,
 constitute a breach of this trust deed.

6. To pay off costs, fees and expenses of this trust including this 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 defend and defend my action or proceeding purporting to
 assert the security rights or powers of beneficiary or trustee and in any suit,
 any suit for the foreclosure of this deed, to pay all costs and expenses in-
 cluding reasonable title and the beneficiary's or trustee's attorney's fees, the
 attorney's fees mentioned in this paragraph 7 in all cases shall be
 fixed by 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
 appellate court may adjudge reasonable on the beneficiary's or trustee's attor-
 ney's fees in such appeal.

It is further agreed that:

1. In the event that any portion or all of said property shall be taken
 under the color of eminent domain or condemnation, beneficiary shall have a
 right, at its option, to require that all or any portion of the money payable
 as compensation for such taking, which sum in excess of the amount payable
 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 out of any reasonable costs and expenses and attorney's fees
 paid in the trial and appellate courts, necessarily paid or incurred by bene-
 ficiary in such proceedings, and the balance applied upon the indebtedness
 secured hereby and grantor agrees, at his own expense, to take such action
 and execute such instruments, as shall be necessary in obtaining such com-
 pensation.

2. At any time and from time to time upon written request of bene-
 ficiary, payment of its fees, and presentation of this deed and the note sec-
 ured hereon in case of full reconveyance, for cancellation, without affecting
 the liability of any person for the payment of the indebtedness, trustee may

place deposited 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, 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 implied.
 The rectals in the deed of any matters of fact shall be conclusive proof
 of the truthfulness thereof. Any person, excluding the trustee, but including
 the grantor and beneficiary, may purchase at the sale.

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, payable at the time of sale. Trustee
 shall deliver to the highest bidder for each, 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 implied.
 The rectals in the deed of any matters of fact 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) of the obligation secured by the trust deed, (3) to all persons
 having recorded liens subsequent to the interest of the trustee in the trust
 deed as well as those had no default occurred, and thereby cure
 the default, if in the event all foreclosure proceedings shall be dismissed by
 the trustee.

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 without
 powers and duties conferred upon any trustee herein named or appointed
 hereunder. Each such appointment and substitution shall be made by written
 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 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 testify as 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: This Trust Deed also 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 in 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 696.505.

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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 unsecured personal purposes other than those set forth above.

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, this 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 93.49)

STATE OF OREGON,

County of Klamath)
December 1, 1981 .

Personally appeared the above named.

RAYMOND GENE LAKEY and CONNIE CORAL LAKEY, husband and wife,

and acknowledged the foregoing instrument
their voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Hermans F. Smith
Notary Public for Oregon

My commission expires: 12-13-82

STATE OF OREGON, County of

) ss.

Personally appeared _____ and _____, 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:

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

TRUST DEED

(Form No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

H.S. SMITH
Attorney at Law
540 Main Street
Klamath Falls, OR 97601

STATE OF OREGON,
County of Klamath) ss.

I certify that the within instrument was received for record on the
1 day of December, 1981, at 4:35 o'clock P.M., and recorded
in book, reel volume No. M. 81, on
page 20712, or as document/file/instrument/microfilm No. 6993,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk
By Justice of the Peace Deputy
Fee \$8.00