

## 72511

Grantor, BRADFORD J. ASPELL, Attorney at Law

HELEN MUELLER  
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:

in \_\_\_\_\_ Klamath \_\_\_\_\_ County, Oregon, described as:

Beginning at the Northeastly corner of Lot 11, Block 40, FIRST ADDITION to Klamath Falls, Oregon same being on the Westerly line of Third Street; thence Southerly 55 feet along the Easterly boundary of said Lot 11, Block 40; thence Westerly and parallel with Jefferson Street 106 feet to the most Easterly boundary of Lot 8, Block 9, EWAUNA HEIGHTS ADDITION to Klamath Falls, Oregon; thence Northerly along the Easterly boundary of said Lot 8, Block 9, 55 feet to the Northeastly corner of said Lot 8, Block 9; thence Easterly and parallel with Jefferson Street 106 feet to the place of beginning, being the Northerly portion of Lot 11, Block 40, FIRST ADDITION to Klamath Falls, Oregon and the Northerly portion of Lot 10, Block 9, EWAUNA HEIGHTS ADDITION to Klamath Falls, Oregon and the Northerly  $\frac{1}{2}$  of Lot 9, Block 9, EWAUNA HEIGHTS ADDITION to Klamath Falls, Oregon, as shown by recorded plats thereof, recorded in the records of Klamath County, 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAND Dollars with interest thereon according to the terms of a promissory note made by grantor to payee on or about the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FOR THE PURPOSE OF SECURING  
FIVE THOUSAND  
sum of \_\_\_\_\_ 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  
the date secured by this instrument is the date, stated above, on which the final installment of said note

not sooner paid, to be due and payable December 1, 1900.

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.

This land is not currently used for agricultural, timber or grazing purposes.

The above described real property is not currently used for

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; and
2. not to permit any waste of said property.

in good and workmanlike

[illegible]

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

[illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver to said lienholders the sum of the amount of such taxes, assessments and other charges should the grantor fail to make payment of said taxes, assessments and other charges payable by grantor, either in cash or by check, to the satisfaction of the lienholders, with which

[illegible]

covenants hereinbefore described, as well as the obligation hereunder, to the extent that they are bound for the payment of the obligation hereinbefore described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable at the option of the beneficiary of this trust including the 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 actually incurred. The trust shall defend any action or proceeding brought against it.

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 action or proceeding in which the beneficiary or trustee may appear, including but not for the foreclosure of this deed, to pay all costs and expenses, any suit for the foreclosure of this deed, or trustee's attorney's fees; and in any action or proceeding in which the beneficiary or trustee may appear, to defend the title and the beneficiary's or trustee's interest in the property described in paragraph 7 in all cases shall be the responsibility of the beneficiary or trustee.

any suit for the foreclosure of the mortgage, the beneficiary's or trustee's attorney shall include evidence of title as mentioned in this paragraph 7 in all cases; said amount of attorney's fees mentioned in the event of an appeal from an adjudgment by the trial court and, in the event of an appeal from an appeal from the decree of the trial court, grantor further agrees to pay such sum as the decree of the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney shall deem advisable.

It is mutually agreed that:

under the right of eminent domain or exercise of the right of it so elects, to require that all or any portion of the amount paid as compensation for such taking, which are in excess of the amount paid to pay all reasonable costs, expenses and attorney's fees necessarily incurred by plaintiff in such proceedings, shall be paid to plaintiff as a condition precedent upon any reasonable costs and expenses or it incurred by

[illegible]

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 hereunto attached shall constitute full reconveyance, for cancellation, without any endorsement or signature of any person for the payment of the indebtedness, if so stated.

(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 affecting this deed or the lien or charge thereon; (d), reconvey, warranty, all or any part of the property to persons subordinate to the recorded mortgage; (e) "aid, abet, assist, induce, procure, grantee in any way," or otherwise, by any means or facts shall legally constitute proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall be paid by the grantor, and shall not exceed \$5.

[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

11. 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 proceed to foreclose this trust deed mortgage or direct the trustee to foreclose this trust deed mortgage for the benefit of the beneficiary or the trustee shall

event the beneficiary at my direct the trustee to foreclose this trust sale in equity as a mortgage or direct the trustee the beneficiary or the trustee sale advertisement and sale. In the latter event the beneficiary or his elector execute 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 not less than thirty days notice of such sale to the beneficiary and proceed to foreclose this trust deed.

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 grantor or the grantor or other person so privileged to sell the same, the trustee shall fix the time and place for the sale of the property in the manner provided in ORS 86.740 to 86.795.

then after default at any time prior to five days after the date of such default, the trustee shall, at the request of the grantor or other person so privileged by the trust instrument, pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and obligation secured thereby (including costs and expenses actually incurred in the securing of the obligation and trustee's and attorney's fees not otherwise payable) as soon as such payment can be made without prejudice to the right of the grantor or other person so privileged by the trust instrument to demand immediate payment of the same.

[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 has been 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 for cash, payable at the time of sale. True and correct, my hand and the seal of said office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

in one parcel or in separate parcels and to be sold at the time of sale. The  
 auctioneer to the highest bidder for cash, payable at the time of sale. The  
 shall deliver to the purchaser its deed in form as required by law conve  
 the property so sold, but without any covenant or warranty, express or  
 the recitals in the deed of any matters of fact shall be conclusive p  
 the faithfulness thereof. Any person, including the trustee, but inclu  
 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 a reasonable charge by trustee; (2) the compensation of the secured by the trust deed, (3) to the principal of the loan and (4) to the interest on the loan.

shall appoint a trustee to hold the same for the use and behoof of the said children: the compensation of the trustee and a receipt for the same to be attested by the said attorney; (2) to the obligation secured by the trust deed, of the trustee in the having recorded liens subsequent to the interest of their priority and (4) deed as their interests may appear in the order of their priority; and to be surprised, if any, to the grantor or to his successor in interest; entitled to

18. For any reason permitted by law hereinafter, any 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 the absence of any appointment by the beneficiary, the factor shall be vested with all responsibility to the successor trustee. The factor shall be vested with all responsibility to the successor trustee, the trustee herein named or appointed.

Convenience to the success or trustee, the latter shall be vested with all powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment, containing reference to this trust instrument executed by beneficiary, containing reference to the C and its place of record, county or counties in which the property is situated, shall be recorded in the office of the county clerk of the county or counties in which the property is situated.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee agrees to file with any clerk hereto of pending sale under any other deed

acknowledged is made a public record of pending sale under any other or  
obligated to notify any party hereto of pending sale under any other or  
trust or of any action or proceeding in which grantor, beneficiary or  
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 various other 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 estate in Oregon, a subsidiary, affiliate, agent or branch of any of the foregoing, or an escrow agent licensed under ORS 696.505 to 696.585.

21100  
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 wherever 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.)

STATE OF OREGON

County of KLAMATH ) ss.  
DEC. 4, 19 81.

Personally appeared the above named  
JON PUTMAN AND  
JULIE PUTMAN

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

(OFFICIAL  
SEAL)

Before me,  
[Signature]  
Notary Public for Oregon

My commission expires: 11-12-82

(ORS 93.470)

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

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. 181-1)

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

Jon & June Putman

Grantor

Helen Mueller

Beneficiary

AFTER RECORDING RETURN TO

MRS. HELEN MUELLER

221 ELDORADO

KLAMATH FALLS, ORE.

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, \_\_\_\_\_ ) ss.  
County of Klamath

I certify that the within instrument was received for record on the  
8th day of December, 19 81,  
at 4:06 o'clock P.M., and recorded  
in book/reel/volume No. M81 on  
page 21099 or as document/fee/file/  
instrument/microfilm No. 7231  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn County Clerk  
By [Signature] Deputy

Fee \$8.00