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THIS TRUST CO.

July, _____, 1982, between

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

The West 326 feet of South 165 1/2 Township 35 South

The West 326 feet of South 165 feet of Government Lot 16 in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being that portion of Government Lot 16 lying East of State Highway No. 427.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained in the sum of - - - - - FOURTEEN THOUSAND AND NO/100- - - - - note of even date herewith.

NO. 100- _____ Dollars, with interest thereon according to the terms of a promissory note not sooner paid, to be due and payable _____, 1985.

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 and including, but not limited to, the following: (a) _____ and repair; not to remove or demolish any building, structure, or improvement on said property; not to commit or permit any act which would constitute a breach of the covenants, conditions and restrictions herein contained and payment of the taxes and assessments levied on said property.

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 proper and proper manner any building or improvement on said property which has been damaged or destroyed.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial 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 owned or hereafter erected on the said premises against loss or damage by fire and other hazards.....the beneficiary may be deemed desirable by thean amount not less than \$ indefinite value.....time to time require.....policies of insurance shall be delivered.....written confirmation of the grantor shall be delivered.....the beneficiary as soon as insured; all said policies to the beneficiary for any reason to.....the latter; all of the beneficiary under any policy of insurance now or hereafter in force and to be collected under any policy of insurance now or hereafter in force and to be collected upon any indebtedness secured hereby.....policy may be applied to the cure or without the consent of the beneficiary the entire sum ordered as beneficiary or done pursuant to any default or notice of default hereunder or release shall
5. To keep said.....notice.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trust.

7. The appearance in and defend any action or proceeding purporting to be brought by or for the benefit of the beneficiary or trustee; and in any suit, action or proceeding brought by the beneficiary or trustee, the appearance of the beneficiary or trustee shall be deemed to be an admission of the facts stated in the complaint or petition, and the appearance of the beneficiary or trustee shall be deemed to be an admission of the facts stated in the complaint or petition, and the appearance of the beneficiary or trustee shall be deemed to be an admission of the facts stated in the complaint or petition.

It is mutually agreed that:

IN the event that any portion of all of said property shall be taken by right of eminent domain or condemnation, beneficiary shall have the right if so elected, to require that all or any portion of the monies payable in satisfaction of such taking, which are in excess of the monies payable by grantor in reasonable costs, expenses and attorney's fees necessarily incurred by beneficiary in such proceedings, shall be paid to beneficiary and the balance applied upon the costs, expenses and attorney's fees necessarily paid by grantor, at its own expense, to take such actions as may be necessary in obtaining such compensation. At any time and from time to time upon maturity of its fees and expenses, beneficiary shall have the right to require that all or any portion of the monies payable in satisfaction of such taking, which are in excess of the monies payable by grantor in reasonable costs, expenses and attorney's fees necessarily incurred by beneficiary in such proceedings, shall be paid to beneficiary and the balance applied upon the costs, expenses and attorney's fees necessarily paid by grantor, at its own expense, to take such actions as may be necessary in obtaining such compensation. At any time and from time to time upon maturity of its fees and expenses, beneficiary shall have the right to require that all or any portion of the monies payable in satisfaction of such taking, which are in excess of the monies payable by grantor in reasonable costs, expenses and attorney's fees necessarily incurred by beneficiary in such proceedings, shall be paid to beneficiary and the balance applied upon the costs, expenses and attorney's fees necessarily paid by grantor, at its own expense, to take such actions as may be necessary in obtaining such compensation.

time and from time to time upon written request of beneficiary of its fees and presentation of this deed and the note for (in case of full reconveyances, for cancellation), without affecting of any person for the payment of the indebtedness.

(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 to grantee in any conveyance may be described as the "person or persons legally entitled thereto," and the recital 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 no less than \$5.

10. Upon any default by Grantor hereunder, the time limit for any of the time without notice, either by Grantor hereunder,

time without notice, any default by grantor hereunder shall be not less than \$5.00 for any of the indebtedness secured hereby, either in person by grantor hereunder, beneficiary may at any time, by a court, and without regard to agent or by a receiver to be appointed by a court, secured, enter upon and take possession of any property or any part thereof, in its own name and take possession of any security for the same, and profits, including those on past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, to the satisfaction of the beneficiary may determine.

11. The entering upon and taking possession of said property, the insurance policies or compensation or awards for the proceeds of fire and other property, and the application or release thereof on any taking or damage of the property, any default or notice of default hereunder as aforesaid, shall not cure or be a defense to the liability of the obligor hereunder, and in such order as bene-

[illegible]

13. Should the beneficiary elect to foreclose by advertisement and place of sale, give notice in manner provided in ORS 86.740 to 86.795, and proceed to foreclose this trust deed in after default at any time prior to live days before the date set by the advertisement, the trustee's sale, or grantor or other person so privileged by the deed, the entire amount may be paid to the beneficiary or his successors so privileged by the deed secured then due under the terms of the trust, and the interest, and the costs (including costs and expenses actually incurred in the foreclosure of the mortgage) and the attorney's fees not in excess of the amount provided in the deed, and the balance of the principal of the mortgage as would not then be due had no default occurred, and the balance of the principal of the mortgage, in which event all foreclosure costs shall be paid by the borrower.

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 time and place is postponed as provided by law. The trustee may sell said parcel or parcels or in separate parcels and shall sell said property to the highest bidder and shall sell said property to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law. If the trustee is the decedent of any matters of fact shall be considered as such, but without any covenant or warranty, the trustee shall be held harmless therefor. Any person, excluding the trustee, who is a creditor or beneficiary, may appear at the sale and bid for the property.

(2) to the obligation of the trustee and a reasonable charge of sale, incurred liens subsequent to the interest of the trustee in all persons or any, to the grantor.

any, to the grantor or to his successor in interest entitled to such

[illegible]

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 or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. 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.

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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 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.)

STATE OF OREGON,

County of Klamath } ss.

July 29,

Personally appeared the above named

Quinten J. Bettles

NOTARY PUBLIC
I, David Cole, do hereby certify that the foregoing instrument to be his voluntary act and deed.
Before me
Notary Public for Oregon

My commission expires: 6-19-84

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared

and
duly sworn, did say that the former is the who, each being first
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

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.

Beneficiary

TRUST DEED

(FORM No. 881)

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

Bettles

Grantor

Savage

Beneficiary

AFTER RECORDING RETURN TO

Investors Mortgage Co.
P.O. Box 515
Stayton, Or. 97383

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 29th day of July, 1982, at 3:30 o'clock P.M., and recorded in book/reel/volume No. M82 on page 9731 or as document/fee/file/instrument/microfilm No. 14059 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
By Joyce McQuinn, Deputy