

TRUST DEED

14180

Vol. 1182 Page 9916

THIS TRUST DEED, made this 19th day of July, 1982, between
RITLY, LTD., a Nevada corporation

as Grantor, TRANSAMERICA TITLE INSURANCE CO., as Trustee, and
JEAN G. CLARK

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:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.....

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.

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY TWO THOUSAND FIVE HUNDRED 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 at maturity of Note, 19 - - - - - on which the final installment of said note

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.

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, 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 now or hereafter erected on the said premises against loss or damage by fire and such other causes as the beneficiary may from time to time require, in an amount not less than \$ insurable value written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; if the grantor shall fail for any reason to procure and such insurance as the beneficiary may from time to time require, then the beneficiary shall deliver said policies to the beneficiary and let them drop prior to the expiration of any policy; the beneficiary now or hereafter placed on said buildings, or any other buildings owned by the beneficiary, may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary.

5. In the event of the death of the grantor, Such application or release shall in any part thereof, may be made by the beneficiary, and the beneficiary shall not incur any liability or default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 by the grantor, the grantor, its successors and assigns, shall be obligated to pay all such taxes, assessments and other charges before the due date of such taxes, assessments and other charges become due or delinquent and promptly deliver receipts therefor to the 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 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 paragraph 4 hereof, shall hereby, to and for the benefit of the beneficiary, be deemed to have been paid, and the 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 such obligations, with interest as aforesaid, the property hereinto hereby encumbered, as well as the grantor, shall be bound to the same as if they were the obligations of the grantor. The obligations hereby 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 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.

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 appears, including any suit for the enforcement of the trust, to pay all costs and expenses, in any suit for the enforcement of the title and the beneficiary's or trustee's attorney's fees; the 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 such determination by the trial court, the amount shall be fixed by the appellate court. The decree of the trial court, if not set aside or reversed by the appellate court shall be deemed reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any person or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so selects, 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 attorneys' fees, be paid or incurred by, granted to, or for the benefit of, beneficiary, and that the balance thereof shall be paid to beneficiary and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon and for the payment of the balance of the monies payable as compensation, to be taken such actions secured hereby; and grants and agreements shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 for 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 deed, mortgage, lease, license, license agreement, license charter, license of use, subordination or other agreement affecting this land or the land, easement or interest therein; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons herein 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 \$5.00.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, direct any person by agent or by a receiver to be appointed by the court, to take any action without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including those past due and unpaid, and may sell the same, less the cost of operation and collection, including reasonable attorney'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 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 heretofore made, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the beneficiary or his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by 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 to sell the said described real property to satisfy the indebtedness secured hereby, whereupon the trustee shall advertise and cause to be placed on the place of sale, give notice of sale as herein required by law and proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage 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 the day before the date set by the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, 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 exceeding the amounts provided by law) and such portion of the principal 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.

the trustee. 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 public auction to the highest bidder. The trustee shall execute a deed to the Trustee or purchaser in accordance with the deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall constitute the recitals of the truthfulness thereof by the trustee, and the trustee, but including the Trustee or 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, including the compensation of the trustee and a reasonable charge by trustee to attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded claims subsequent to the interest of the trustee in the trust property, and (4) to the interests of the beneficiaries in the trust property. If there is a 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 any successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties of the trustee herein named and of the trustee 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 recorder of deeds or recorder of mortgages in the county and city in which the property situated hereunder is located, shall constitute 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 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 696.555.

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 NEVADA

County of _____

ss.

19____

Personally appeared the above named _____

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: _____

(ORS 93.490)

STATE OF NEVADA

County of CLARK

ss.

July 30, 1982

Personally appeared RICHARD T HARVEY and LUWANA HARVEY who, each being first duly sworn, did say that the former is the _____ president and that the latter is the _____ secretary of RITLY LTD

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:

Lawrence
Notary Public for Oregon

My commission expires: 1984



OFFICIAL SEAL
LAWRENCE BROWN
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK

By Appointment Exp. on Jan. 6, 1984

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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

T/A-
Marlene

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ ss.

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/fee/file/instrument/microfilm No. _____.
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

9918

DESCRIPTION

PARCEL 1:

A tract of land situated in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the West line of the NW $\frac{1}{4}$ and the North line of the Sprague River; thence Southeasterly along said North line of the Sprague River to the South line of the NW $\frac{1}{4}$; thence East along said South line to a point which lies 944 feet from the Southwest corner of the NW $\frac{1}{4}$ of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW $\frac{1}{4}$, North a distance of 480 feet to a point; thence West parallel to the South line of the NW $\frac{1}{4}$ to the West line of the NW $\frac{1}{4}$; thence South to the point of beginning.

LESS AND EXCEPT any portion of the above described property that lies within Drews Ranch Road.

PARCEL 2:

That portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of Sprague River & Westerly of Drews Ranch Road, also known as Skeen Ranch Road in Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3:

The Westerly 30 feet of the following described property:

All that portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point South 89° 21' 50" East 1203 feet from the Southwest corner of the NW $\frac{1}{4}$ of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW $\frac{1}{4}$, North a distance of 60 feet to the true point of beginning; thence continuing North a distance of 420 feet to a point; thence due West 259 feet; thence South at right angles and parallel to the West line of the NW $\frac{1}{4}$ to the Northwesterly line of the County Road (also known as Skeen Road); thence following said Northwesterly line and Northerly line in an Easterly direction to the point of beginning, in the County of Klamath, State of Oregon.



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 3 day of August A.D., 19 82 at 10:44 o'clock A M., and duly recorded in Vol M 82, of Mtge on page 9916.

Fee \$ 12.00

EVELYN DIEHN
COUNTY CLERK

By Jane McArthur deputy