

19.82, between

GRADY, husband and wife

MOUNTAIN TITLE COMPANY INC.

WITNESSETH:

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

Lot 23, MADISON PARK, according to the official plat thereof on file in the office of the County Clerk 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 THE OBLIGATION
sum of SEVENTEEN THOUSAND 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
per terms of note, 19_____,
on which the final installment of said note
therein is sold, agreed to be

note of even date herewith, payable to beneficiary or order and made by grantor, per terms of note, 19 , on which the final installment of said note not sooner paid, to be due and payable 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.

 above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any release or discharge

The above described real property is not exempt from taxation.

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

1. To protect, preserve and maintain said property in good condition and to demolish any building or improvement thereon; and repair; not to remove or waste of said property;
2. To build or improve which may be constructed, damaged or destroyed by fire or other causes incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause the beneficiary to file same in the Uniform Commercial Code in executing said financing statements pursuant to the Civil Code of the State of California; the beneficiary may require and pay the cost of all lien searches made by 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 insure and continuously maintain insurance on the buildings and improvements thereon against fire, loss or damage by fire.

[illegible][illegible]

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, in and defend any action or proceeding purporting to be brought by or on behalf of the beneficiary or trustee; and in any suit, action or proceeding brought by or on behalf of the beneficiary or trustee, including

[illegible]

It is mutually agreed that:

pelotte court but such appeal.

It is mutually agreed that:

If in the event that any portion or all of said property shall be taken under the right of eminent domain, beneficiary shall have the right, if it so elects, to require that all or any portion of the amount payable as compensation for such taking, which are in excess of the amount necessary for such costs, expenses and attorneys' fees, shall be paid to beneficiary and to pay all reasonable costs, expenses and attorneys' fees incurred by beneficiary in such proceedings, and to pay all reasonable costs, expenses and attorneys' fees incurred by it first upon any reasonable basis, and secondly, if necessary, by beneficiary in the trial and appellate courts, and the balance applied upon the indebtedness of beneficiary in such proceedings, and the balance applied upon to take such action, secured hereby; and beneficiary agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation and security upon beneficiary's request.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 18th day of June, 1964.

9. At any time and from time to time upon written demand, the trustee shall pay to the 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 or charge subordination or other agreement affecting all or any part of the property; (d) reconvey, without warranty, all or any part of the property to persons thereof; (e) reconvert, without warranty, all or any part of the property to persons thereof; (f) convey, without warranty, all or any part of the property to persons thereof; (g) execute any deed, mortgage, lease, license, or other instrument which may be described as the "person or persons having the right to grant," and the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property and collect the rents, interest and profits, including those 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, and in such order as beneficiary may determine.

11. Upon completion of the payment of the principal and interest on the loan, beneficiary may terminate the trust and take possession of said property, and the life and other interests herein created shall terminate.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire 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.

waive any default of notice or non-compliance with this notice, and agree to accept the terms herein pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, and payable, in such an event all sums secured hereby immediately due and payable. In such an event the beneficiary shall elect the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary and his election advertisement 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 notice thereof as then required by law and proceed to foreclose this trust deed by advertisement and sale in accordance with the manner provided in ORS 86.740 to 86.795.

The date set by the beneficiary elect to foreclose by advertisement and sale

[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 may be postponed provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels in the parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder. The trustee shall be paid at the time of sale or at auction the purchase price of the property in cash or by check or by promissory note or by other means of payment as may be agreed upon by the trustee and the purchaser. The trustee shall deliver to the purchaser the deed in form as required by law conveying the property to the purchaser and shall execute and deliver to the purchaser the property recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale shall be binding on the grantor and beneficiary, may purchase at the sale.

[illegible]

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 time appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon the 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 recorded of record, which, when recorded in the office of the County 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 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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 the purchase of real property~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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

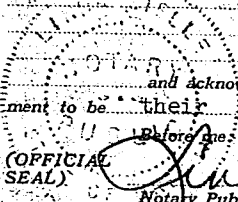
August 11

1982

Personally appeared the above named

EDDIE L. GRADY and LONA E.

GRADY, husband and wife



and acknowledged the foregoing instru-ment to be their voluntary act and deed.

Notary Public for Oregon

My commission expires: 7-13-85

STATE OF OREGON, County of) ss.

Personally appeared

and

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

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.

Mr. & Mrs. Eddie L. Grady

Grantor

Vernon G. Starks

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

77083

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of Klamath

I certify that the within instru-ment was received for record on the 11 day of August 1982 at 2:06 o'clock P.M., and recorded in book/reel/volume No. M.82 on page 10325 or as document/fee/file/instrument/microfilm No. 14463, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Deputy

Fee \$8.00