

TRUST DEED

10704

JOHN L. FERM and Janis M. Ferm, Husband and Wife, as Beneficiary, _____, as Trustee, and _____

County, Oregon, described as:

according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein, the sum of SIXTEEN THOUSAND TWENTY-TWO AND 41/100 _____

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.

pair; not to remove or demolish any building or structure on the property for any purpose other than agricultural, timber or grazing purposes.

2. To complete or restore property in good condition or improve thereon.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing all documents and statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for all filing made by filing officers or offices, as well as the cost of all filing made by the beneficiary.

and such other things as the said parties may maintain insurance on the building and amount not less than as the beneficiary names against loss or damage by fire, theft, explosion, riot, strike, sabotage, war, civil disturbance, insurrection, rebellion, terrorism, sabotage, and other causes acceptable to the beneficiary. The insurance shall be delivered by the beneficiary to the beneficiary, with loss payable to the latter, as insured, if the grantor shall fail for any reason to procure any such insurance, and to the beneficiary may procure the same or hereafter, on days prior to the date of the policy of insurance, in and hereinafter named or hereinafter named on said buildings, on any fire or other insurance policy may be applied by beneficiary, or by the beneficiary secured hereby, in such order as the beneficiary may determine, may be made to grantor. Such amount so collected shall not be subject to any default or notice of default hereunder, or release shall be subject to such notice.

5. To the grantor.

against said tenants and other charges free from construction liens and to pay all claims said property before any claim that may be levied against it and to pay all such taxes, assessments and other charges become due or delinquent on such taxes, assessments and other payments, 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 therefor thereby, together with the obligation to pay at the rate set forth in the trust deed, shall be added to and become described in paragraph 7 of the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and such payments, with interest as aforesaid, of the principal hereinbefore described as well as the amount of the principal so described, and all such payments, with interest as aforesaid, shall be bound to the notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable with-
6. TO PAY OF THIS TRUST DEED.

in connection with or fees actually incurred

[illegible]

It is mutually agreed that
In the event that

under the right of eminent domain or condemnation, any portion or all of said property shall be taken right, it so elects, to require that all or any portion of the beneficiary shall be taken as compensation for such taking and that all or any portion of the monies payable to be paid to the reasonable costs, expenses and attorney's fees necessary and incurred by the beneficiary in the trial and appellate proceedings, necessarily paid or incurred by beneficiary, in such proceedings, and the expense applied upon the award of compensation, promptly upon beneficiary's request. The expense, to take such compensation, any time and from any source, shall be necessary in obtaining such compensation, payment.

NOTE: The Trust Deed Act requires that the trustee must not be liable for the payment of the indebtedness, trustee may

any easement or creating any map or plat of said property; (b) join in subordination or other agreement affecting this deed or the lien or charge thereof; (c) reconvey, without warranty, all or any part of the property to grantee in any reconveyance map, all or any part of the property. The legally entitled thereto," and the recitals therein of the "person or persons be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in the paragraph shall not be less than \$5.00.

10. Upon any default by grantee, the fee for any of the time without notice shall not be less than \$5.00.

pointed by a court, either in person or hereunder, beneficiary may at any time, at the option of the lender, 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 or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the principal of and interest on the indebtedness hereby secured, and the lender's fees upon any indebtedness and collection, including reasonable attorney's fees, and the lender may determine.

12. Upon default by the insured, the insurer shall, at its option, (a) take possession of said property, the insurance policies or compensation or profits, or the proceeds of fire and other property, and the application or awards for any taking or damage of the property, and waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

place designated in the order shall be dismissed by

14. If the property is sold or otherwise disposed of in one parcel or in separate parcels, the trustee may sell or convey the property to the highest bidder for cash, and shall sell the property either in one parcel or in separate parcels, as he may deem advisable, at the time and on the terms which said sale or conveyance may require. The recitals in the deed or deeds as required by law conveying the property so sold or conveyed shall be true and correct, and the grantor and beneficiary, any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

Apply the proceeds of sale pursuant to the powers provided herein, trusting including the compensation of attorney, (2) to the obligation of the trustee and a reasonable charge by trustee having recorded liens subsequent secured by the trust deed, (3) to all persons whose interests may appear in the order of the trustee in the trust surplus, if any, to the grantor or to his successor in interest entitled to such

16. For any reason permitted hereunder time appoint A _____

successor trustee or successor or successors to any trustee named herein or to any conveyance to the successor trustee, 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 and its place of record, which, when recorded in the County of Los Angeles, shall be conclusive evidence of the appointment of the trustee named in the

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.

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 lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Mortgage in favor of Klamath First Federal Savings & Loan Association dated May 9, 1973, recorded May 11, 1973, in Volume M73, page 5743, Microfilm Records of Klamath County, Oregon.
and that he will warrant and forever defend the same against all persons whomsoever.
**This Trust Deed is to be assumable upon submission of a good credit report by the prospective buyer.

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 or 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.)

(ORS 93.490)

STATE OF OREGON, } ss.
County of Klamath
August 17th, 1982

Personally appeared the above named
PAUL J. ARRITOLA and TONI J.
ARRITOLA, husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:
(OFFICIAL SEAL) *Glenn Stelle*
Notary Public for Oregon
My commission expires: 7/13/85

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. 681-1)

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

Mr. & Mrs. Paul J. Arritola

Grantor

Mr. John L. Fern

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY INC.

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 18 day of August, 1982 at 8:41 o'clock AM., and recorded in book/reel/volume No. M.82 on page 10704 or as document/fee/tile/instrument/microfilm No. 14681, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *John L. Fern* Deputy
Fee \$8.00