

TRUST DEED

September, 1982, between

14th.....day of

SUSAN FOSTER WEISER
as Grantor, WILLIAM L. SISEMORE
CERTIFIED MORTGAGE CO., an Oregon corporation
as Beneficiary,
WITNESSETH:

as Beneficiary,

WITNESSETH:

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

Lot 1, Block 5, FAIRVIEW ADDITION NO. 2, in the City of Klamath Falls,
County of Klamath, State of 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.

sum of TWELVE THOUSAND AND NO/100- Dollars, with interest thereon according to the terms of a promissory note hereon, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the date, stated above, on which the final installment of said note not sooner paid, to be due and payable September 14, 1983. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, at which the principal sum sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is 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, shall become immediately due and payable.

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

(c) consent to the making of any map or plat of said property; (b) join in any partition of said property; (d) execute any deed or conveyance of said property; (e) join in any mortgage of said property; (f) execute any lease of said property; (g) execute any other instrument affecting said property; (h) execute any document required to carry out the intent of this instrument.

The above described real property is not subject to any other lien or claim.

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; and in good and workmanlike complete or restore promptly any and all structures, buildings, improvements or fixtures that may be constructed, damaged or removed from the property.

2. To complete and restore promptly and in good order 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, restrictions affecting said property; if the beneficiary so requests, to cause the beneficiary to execute and to pay for filing same in the County of Cook as the beneficiary may require and as the cost of all lien searches made prior to the date of the filing of the Declaration of Trust shall be paid by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and improvements thereon against fire, theft and damage by fire.

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 an amount not less than \$12,000.00, payable to the latter; all companies acceptable to the beneficiary as soon as insured; and all policies of insurance shall be delivered to procure any such insurance and the grantor shall fail for any reason to procure any such insurance, the grantor shall fail for any reason to at least fifteen days prior to the expiration of said policy to insure the same at grantor's expense. The amount of 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 upon the maturity or at option of beneficiary. Such application or release shall not constitute a release of the grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any part thereof, and the beneficiary shall not be bound to insure or to pay all or part pursuant to such notices free from construction liens and or assessed upon or

[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 and attorney's 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

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 suit, action or proceeding in which the deed, to pay all costs and expenses, including any suit for the foreclosure of the beneficiary's or trustee's interest, including evidence of title as mentioned in this paragraph, an attorney's fees, the amount of attorney's fees mentioned in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

[illegible]

9. At any time and from time to time upon written request or demand of the beneficiary, payment of its fees and presentation of this deed and the note for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible]

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 the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property so indebtedness hereby secured, enter upon and take possession of the rents, issues and profits thereof, in its own name and due and unpaid, and apply the same to the payment of the principal and interest on the indebtedness, together with the 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. 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.

[illegible]

13. Should the beneficiary elect to foreclose by advertisement and sale thereon as then required by law and pay the costs thereof as provided in ORS 86.740 to 86.795.

then after default at any time prior to five days before the date set by the trustee for the trustee's sale, or grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest under ORS 86.760, may pay at any time due under the terms of the trust deed and the trust agreement, the entire amount thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's fees not exceeding the amounts provided by law) outstanding on such portion of the principal as would not then be due had foreclosure proceedings shall be dismissed by the court, in which event all foreclosure proceedings shall be dismissed by the court.

The trustee shall be held on the date and at the time and place,

14. Otherwise, the sale shall be held on the date and at the time and place designated in the deed by law. The trustee may sell said property either be postponed or in separate parcels and shalbe at the time of sale. Trustee in one parcel or to the highest bidder for cash and as required by law. Trustee shall deliver to the purchaser without covenant or warranty, express or implied the property so sold but without any matters of fact shall be conclusive proof of the truthfulness thereof. Any person purchasing under the power provided herein, the grantor and 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 the attorney, (2) to all persons having recorded liens or claims against the property, (3) to all persons having recorded liens or claims against the interest of the trustee and (4) the balance to the beneficiary named in the order of interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, as may be permitted by law beneficiary may from time to time, in any

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 appoint a successor hereunder. Upon such appointment, and without necessity of trust agreement, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made in writing and shall be filed by beneficiary, containing reference to this trust deed hereunder. Each such appointment and substitution shall be made in the office of the County Clerk or Recorder of the county in which the property is situated, and the same shall be of record, which, when required in the office of the County Clerk or Recorder of the county, shall be proper appointment of the successor trustee and shall be conclusive proof of such trust when this deed, duly executed and recorded, is produced in evidence. The Trustee is not

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 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.
September 14, 1982

Personally appeared the above named

Susan Foster Weiser

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 6-19-84

(ORS 93.490)

STATE OF OREGON, County of) ss.
19

Personally appeared

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. 881)

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

Susan Foster Weiser

Grantor

Certified Mortgage Co.

Beneficiary

AFTER RECORDING RETURN TO

Certified Mortgage Co.
836 Klamath Ave.
Klamath Falls, Or. 97601

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 16 day of Sept, 1982 at 3:40 o'clock P.M., and recorded in book/reel/volume No. M82 on page 12354 or as document/tee/file/instrument/microfilm No. 15563. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Deputy

Fee \$8.00