T/A 38-25249-2-J ATEVENS, NESS LAW PUBLISHING CO., PORTLAND, OR. 5720 FORM No. 881-1-Oregon Trust Deed Series-TRUST DEED (No restriction on casignment). Ð TN-1 ...., as Trustee, and TRANSAMERICA TITLE INSURANCE COMPANY EASTPORT EQUITIES CORPORATION, an Oregon Corporation as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Vlamath WITNESSETH: in ......Klamath.....County, Oregon, described as: Lot 12 and the North 10 feet of Lot 11, Block 5, Tract No. 1163, CAMPUS VIEW, in the County of Klamath, State of Oregon. de entrumente descriptions i una considição test estada estada p 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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THIDTY THOUSAND AND NO/1001c sum of THIRTY THOUSAND AND NO/100's-----ural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any granting any reasement or creating any restriction thereon; (c) join in any thereoi; (d) reconvey, without warranty, all or any part of the property. The thereoi; (d) reconvey, without warranty, all or any part of the property. The thereoi; (d) reconvey, and the recitals therein of any matters or facts shall legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any delault by grantor hereunder, beneticiary 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 pointed 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 is any at thereol, in its own name sue or otherwise collect the rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the 11. The intering upon and raking possession of any determine.
12. Upon delault by grantor in payment of any actual other or pays any detail or notice of detault hereunder or invalidate any act done ways for any taking or demage of the insurance policies or compensation or release thereot as aloreatid, shall not cure or wave any default or notice of detault hereunder or invalidate any act done pursuant to such notice. 3 becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. Ine above described real property is not currently used for agricul 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. destroyed thereon, and pay when due all costs incurred therefor. To comply with all laws, ordinances, regulations, covenats, condi-tions and restrictions affecting said property; if the beneficiary so requests, to ion in executing such financing statements pursuant to the Uniform Commer-join in executing such financing statements pursuant to the Uniform Commer-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 herealter erected on the said premises educed loss of the said premises educed loss of the said premises educed loss of the buildings ~ 20 3. To comply withing and property, if the beneficiary, the "Commercial Code and beneficiary may require and to pay all lien searches made provide and codine or other, and the search of 10 82 pursuant to such notice. 13. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneticiary may hereby or in his performance of any agreement hereunder, the beneticiary may event the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed beneficiary at his election may proceed to foreclose this trust deed devertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and cause to be recorded his written notice of default and his election secure 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 to sell the required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to toreclose by advertisement and sale trust a trustee shi d his election ations secured give notice deed in thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. Isolate to the beneficiary elect to loreclose by advertisement and sale 13. Should the beneficiary elect to loreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by trustee for the trustee's use the grantor or other person so privileged by constant of the entire amount then due under the terms of the trust deed and the tively, the entire amount then due under the terms of the trust deed and the enforcing the terms of the obligation and trustee's and attorney's fees not ex-ceeding the amounts provided by law) other than such portion of the prin-ceeding the amount then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee. 14. Otherwise, the sale shall be hald on the date and the trustee. the delault, in which event all loreclosure proceedings shall be dismissed by the trustee. 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale and shall sell the parcel or parcels at in one parcel or in apparate parcels and shall sell the parcel or parcels at shall deliver to the purchaser its 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 lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneticiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, 'trustee' atomy (1) to the obligation secured by the trust deed, (3) to all persons atomy recorded liens subsequent to the interest of the trustee in the trust having recorded liens subsequent to the interest of the trustee in the trust eads their interests may appear in the order of their priority and (4) the surplus. 16. For any reserve remitted by law herediview may torm time the surplus. surplus, il any, to the granter or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneticiary may from time to time appoint a successor to successors 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 title, 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 ded instrument executed by beneficiary, containing reference to this trust ded instrument executed by beneficiary, containing the ollice of the County and its place of record, which, when recorded in the ollice of the County clerk or Recorder of the county or counties in which the property is situated, thall be conclusive proof of proper appointment of the successor trustee is not acknowledged is made a public record as provided by law. Trustee is not obligated to notily any party herefo of pending sale under any other deed of trust or of any action or proceeding in which frantor, 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 Bor, 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 escraw agent licensed under ORS 696.505 to

15355 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, 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 terminine and the neuter, and the singular number includes the place. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year Hist 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 dwalling, 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 dwalling use Stevens-Ness Form No: 1306, or equivalent. If compliance with the Act is not required, disregard this notice. NAUTO (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON. ) 55. STATE OF OREGON, County of ) 85. , *19*...... Country of Klamath buember 15, 19 82 Personally appeared who, each being first Personally appeared the above named \_\_\_\_\_ David duly sworn, did say that the former is the Seeley 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. 1. 3. 125 64 ... voluntary act and deed. ment to be ..... OFFICIAL Before me: Notary Public for Oregon 0 aust SEAL) (OFFICIAL SEAL) Notary Public for Oregon Ö 8 My commission expires: ~ My commission expires: . c.) ... 34 6.5. ..... ....i REQUEST FOR FULLARECONVEYANCE 1.12 To be used only when obligations have been paid. ....., Trustee TO: ... 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 of lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, (FORM No. 881-1) STEVENS-NESS LAW PUE. CO., PORTLAND, ORE. I certify that the within instrument was received for record on the 17 day of Nov 19 82, Cour CONT REPARTORS P. dontest brown abist grants STATE AND CONTRACTOR pasat... 3:37......o'clock. P.M., and recorded David Seeley in book/reel/volume No....M82.....on SPACE RESERVED Grantor page...15354....or as document/fee/file/ A REPARTOR A FOR Eastport Equities Corporation instrument/microfilm No. 17324 RECORDER'S USE Record of Mortgages of said County. addille: - C () ( Witness my hand and seal of Beneficiary County affixed. Transamerica Title Insurance Co. 化酸磷钠 化物 Evelyn Biehn Clinnty: Clerk 600 Main Street By Day 4 Mc. aner Klamath Falls, DR 97601 Attention: Julie 17061 0450 ......Deputy fee=\$8.00

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