

TRUST DEED

18377

16th day of November

19 82, between

THIS TRUST DEED, made this
THOMAS H. HOSKINS

THIS PROBATE COURT OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of this Court.

THOMAS H. HOSKINS, as Trustee, and
as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY
MELVIN A. HAXBY and SHERRY L. HAXBY, husband and wife, with rights of
survivorship
as Beneficiary,
WITNESSETH: _____, in trust with power of sale, the property

WITNESSETH:

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 ATTACHED EXHIBIT "A"

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 each agreement of grant made by the grantor hereunder, the grantor hereby covenants, warrants and agrees that the sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100s Dollars, with interest thereon according to the terms of a promissory note made by the grantor, shall be paid by the grantor to the grantee hereunder, the final payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment _____, 19_____,
not sooner paid, to be due and payable _____ at maturity
the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is sold, agreed to be _____, or any interest therein is sold, agreed to be _____,
without consent or approval of the beneficiary.

note of even date herewith, payable to beneficiary or order at maturity, 19____, on which the final installment of said note is not sooner paid, to be due and payable at the date secured 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.

The above described real property is not:

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

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or removed when due all costs incurred therefor.

[illegible]

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire, theft, and other hazards as the beneficiary may from time to time require, it being the intent of the donor that the insurance shall be payable to the beneficiary.

[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 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 deprive or interfere with the trust or trustee; and in any suit or proceeding to enforce the provisions of this trust.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee may appear, including action or proceeding in which the beneficiary or trustee may appear, including action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees, including evidence of title and the beneficiary's or trustee's attorney's fees, including amount of attorney's fees mentioned in this paragraph 7, from any judgment or award by the trial court and in the event of an appeal to pay such sum as the 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.

pelate costs on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount necessarily paid or to pay all reasonable costs, expenses and attorney's fees, be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees, incurred by first upon any reasonable costs and expenses paid or incurred by beneficiary in such proceedings, and the balance applied upon the interest addressed secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation and to execute such instruments beneficiary's request.

9. Upon written request of beneficiary, grantor shall execute such instruments as shall be necessary in obtaining such compensation and to execute such instruments beneficiary's request.

9. At any time and from any time to time upon written request of beneficiary, payment of its dues 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 subordination or other agreement affecting this deed or any part of the property. The grantor shall not be bound to execute any deed or instrument in which the grantee in any reconveyance may be described as the "person or persons" or "persons" of the grantor, or in which the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the legally entitled thereunto, shall not be less than \$5.00. The grantor hereby agrees that the foregoing provisions of this paragraph shall be not void, heretofore may at any

[illegible]

11. The entering upon and taking possession of said property, the collection of such debts, issues and profits, or the proceeds of sale of the collection of such debts, issues and profits, or the proceeds of sale of the insurance policy or compensation or awards for a taking or damage of the property, and the application or release thereof as aforesaid, shall not cure any default or notice of default hereunder or invalidate any act done in waiver of any default or notice of default hereunder or invalidate any act done in waiver of such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property to be postponed as provided by parcels and shall sell the parcel or parcels in one parcel or in separate parcels at the time of sale. The sale by auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law concerning the property so sold, but without any covenants or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive and the truthfulness thereof. Any overbids 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 and may from time to time appoint a successor or successors to any trustee appointed hereunder. Upon such appointment, the trustee so appointed 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 in writing and shall be filed in the office of the beneficiary, containing reference to the instrument executed in the office of the beneficiary, which, when recorded in the office of the county clerk, shall be conclusive proof of proper appointment of the successor trustee named herein. The Clerk or Recorder of the county in which the deed is recorded shall be conclusive proof of proper appointment of the successor trustee named herein, this trust when this deed, duly executed by the Trustor.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in accordance with the laws of the State of California, is filed for record in the County of _____, State of California, and the recording of this deed shall be conclusive proof of proper appointment of the successor 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.
Dec 14, 1982

Personally appeared the above named

Thomas H. Hockins

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

Before me:

(OFFICIAL SEAL)

Parlane J. Haddington
Notary Public for Oregon

My commission expires: 3-22-85

STATE OF OREGON, County of _____, 19____ ss.

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.

_____, Trustee

owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed are hereby satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you) and to reconvey, without warranty, to the parties designated by the terms of said trust deed 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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

T.A. Marlens

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

DESCRIPTION

A parcel of land located in the Southeast one-quarter of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point 1396.34 feet North and 238.71 feet West from the Southeast corner of said Section 19, said point also being the Northeast corner of a parcel of land described in Volume M-71 at page 7475 of the Deed Records of Klamath County; thence West, along the North boundary of said parcel, 223.96 feet; thence North, 429.26 feet to the South boundary of the U.S.B.R. No. 2 drain; thence South 87° 56' East, along said drain boundary, 224.11 feet to the Northwest corner of a parcel of land described in Deed Volume 341 at page 154; thence South 421.18 feet to the point of beginning..

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .

3:41

this 14 day of Dec. A.D. 19 82 at 3:41 o'clock P.M., and

duly recorded in Vol. M82, of Mtge on Page 17766

Fee \$8.00

EVLYN BIEHN, County Clerk

By Joy McArthur