

THIS TRUST DEED, made this
Harold Lester Humber this

Harold Lester Humbert

14

.day of

APRIL

1983, between

as Grantor, Trans-America Title Insurance Company
Dale William Beatie

trans-America
Dale William Beatie

as Trustee, and

as Beneficiary.

WITNESSETH:

Grantor in
Klamath

County, Oregon, described as:

Lot 6, Block 15 of the Oregon Pines Subdivision

FOR THE PURPOSE OF SECURING PERFORMANCE of each of the sum of three thousand four hundred and no/100 Dollars, 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 grantor herein contained and payment of the sum of three thousand four hundred fifty-one and 15/100 ***** note of even date herewith *****

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable January 10, 19 93. The date of maturity of the debt secured by this instrument becomes 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 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, 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 above described real property is not currently used for agricultural purposes.

To protect the interest of the beneficiary, the undersigned hereby certifies that the above described real property is not currently used for agricultural purposes.

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

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 any building or improvement thereon.

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.

to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to file in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the 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 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 an amount not less than \$ _____

companion, not less than \$_____, may from time to time require, in policies of insurance shall be delivered to the beneficiary, with loss payable to the latter; all of the grantor shall fail for any reason, the beneficiary as soon as insured, and such policies to the beneficiary at least _____ days prior to the expiration of the term of insurance now or hereafter in force on said buildings, the beneficiary may procure the same at grantor's expense on said buildings, collected under any line or lines of insurance policy may be applied to, amount thirty upon any indebtedness secured by such insurance policy may be applied to, amount determine, or at option of beneficiary; and in such order as beneficiary or any party entitled to receive the same may be released to grantor. Such amount so collected, or not cure or waive, and in the event of default hereunder or if any amount shall be exacted pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make such payments, the beneficiary, its heirs, assigns and assigns in law shall

[illegible]

...all sums are paid.

1. The nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this deed.

2. To pay all costs, fees and expenses of this trust including the cost of enforcement with or in enforcing this obligation and trustee's and attorney's actually incurred.

3. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary and in any suit or proceeding in which the beneficiary or trustee is and in any suit or proceeding to enforce the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, of title and the beneficiary's or trustee's costs and expenses, incurred by the trial court as mentioned in this paragraph 7 in all cases, shall be the responsibility of the beneficiary and the cost of an appeal from any judgment of the trial court, granted, further.

It is mutually agreed that:

(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 subdivision or other agreement affecting said land or any part thereof; (d) receive, without warranty, all or any part of the lien or charge against any conveyance may be described in any part of the property; The be conclusive proof of the truthfulness thereof. Trustee's services mentioned in this

[illegible]

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 action hereunder to such notice.

12. Upon default by grantor in performance of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may secure hereby immediately the sum of _____ dollars of the beneficiary's equity as a mortgage on his election may proceed to foreclose this trust deed and cause to be recorded his written election to foreclose this trust deed and sell the real property to satisfy the beneficiary's obligation hereunder, whereupon the trustee shall sell the real property to satisfy the beneficiary's obligation hereunder as then required by law. The time and place of sale, given by the trustee as may be provided in ORS 86.740 to 86.770 and to foreclose this trust deed in

17. Should the beneficiary elect to foreclose by advertisement and sale prior after default at any time prior to five days before the date set by the trustee for the first sale, the grantor or other person authorized by the trustee ORS 86.760, may pay, or the beneficiary or his successors as provided by law, the entire amount then due under the terms of the trust deed, respectively, the amounts secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure default, in which event all foreclosure proceedings shall terminate.

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 as provided by law. The trustee may sell said property either in parcel or in separate parcels and may sell all the parcel or parcels at once or in parcels for cash, payable at the time of sale, or may sell the property so sold, but at the time of sale in form as required by law. The trustee shall execute the deed of sale and convey the property conveying the same. The recitals in the deed of sale and matters of fact shall be conclusive proof of the facts and of the authority of the trustee, and the trustee, excluding the beneficiary, and the beneficiary, may purchase the property sold, but including the trustee.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale in payment of (1) the expenses of sale, in order, (2) to the obligation secured by the reasonable charge by trustee's mortgage recorded item subsequent to the trust deed, (3) to all persons as their interests may appear in the order of their priority in the trust instrument, if any, to the grantor or to his successors in interest, and (4) the balance to the beneficiary, who may purchase at the sale.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein to take the place of said trustee appointed hereunder in the successor trusts; the latter such appointment, and without notice to or consent of the donor, shall be binding upon all parties under each such appointment upon any trustee hereunder named with all title, interest and estate therein, and substitution shall be made at the place of execution by beneficiaries containing reference to this trust written in or under the cover of the county in which the property is situated, and the conclusory proof of proper appointment of the said

17. 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 bound to notify any party hereto of pending sale under any other deed of record or of any action or proceeding in which grantor, beneficiary or trustee is 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 896.505 to 896.595.

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).

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.

Harold Lester Humbert
Harold L. Humbert
Dorothy Mae Humbert

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF }
County of Orange } ss.
4-14, 19 83

Personally appeared the above named
Harold L. Humbert and
Dorothy M. Humbert
Harold Lester Humbert
Dorothy Mae Humbert

and acknowledged the foregoing instrument to be before me voluntary act and deed.

Before me

(OFFICIAL SEAL)

Notary Public for

My commission expires: May 21, 1985



OFFICIAL SEAL
ELAINE MURPHY

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: My Commission Expires: May 21, 1985, Trustee

STATE OF OREGON, County of } 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)

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

Grantor

Beneficiary

Dale Beatie
3385 Paseo Halcon
San Clemente, Ca. 92672

8.00 fee

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 10th day of May, 1983, at 11:29 o'clock AM., and recorded in book reel volume No. M83 on page 7297 or as document/fee/file/instrument/microfilm No. 23368, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Lucy* Deputy