

THIS TRUST DEED, made this 20 day of June, 1983, between

as Grantor, Curtis R. Helt and Carol J. Helt
Transamerica Title Insurance Company
as Beneficiary Suburban Finance Company, as Trustee, and

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ Klamath _____ County, Oregon, described as: A tract of land situated in the NE $\frac{1}{4}$ of Section 11, Township 41, 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 on the Westerly right of way line of U.S.R.S. Drain No. 6 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian, which point is West 2098.6 and South 190 feet from the corner common to Sections 1, 2, 11 and 12 of said township and Range; thence continuing South along said right of way line 140 feet; thence West at right angles 100 feet; thence North at right ~~angles~~ angles and parallel to said right of way line 140 feet; thence East at right angles 100 feet to the point of beginning.

FOR THE PURPOSE OF SECURING PERFORMANCE of each address, the sum of --Fifteen-Thousand, Th

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ---Fifteen-Thousand-Three-Hundred-Thirty-Three and 20/100 -----

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 June 20, 1989.

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

To protect the security of the debt secured by this instrument, the final payment of principal and interest hereof, if

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

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.
3. To comply with all laws, ordinances, regulations, rules, orders, conditions and restrictions of any governmental authority having jurisdiction over the same.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join 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.

[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 incurred in connection with or in enforcing this obligation and trustee's and fees actually incurred.

[illegible]

It is mutually agreed that:

[illegible]

At any time and from time to time upon written request of beneficiary, payment of all fees 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 subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without recital, all or any part of the lien or charge herein created hereof; and in any reconveyance may, without recital, join any legally created hereof, and the recitals thereof are the "person or persons whose names are hereinafter set forth" and the "persons or persons whose names are hereinafter set forth" and the recitals thereof. The recitals mentioned in this paragraph shall be not less than \$1,000.00.

[illegible]

II. 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 this trust deed in then after default of any time prior to five days before advertisement and sale of the trust property, the grantor or other persons so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, the entire amount then due under the terms of the trust deed, respectively secured thereby (including all costs and expenses actually incurred in effecting the terms of the obligation and attorney's fees not in excess of the amounts provided by law) other than such portion of the principal as would then be due had no default occurred, and thereby cure 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 be postponed as provided by law. The trustee may sell said property either in one parcel or in several parcels and shall sell the parcels or parcels at auction to the highest bidder in 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 covenant or warranty, express or implied. The sale is in the deed of any matters of title, interest, or ownership of the truthfulness in the deed of any matters of title, interest, express or implied. The grantor and beneficiary, may purchase at the sale.

15. When trustee shall pursuant to the powers provided herein, trustee-assignor, (1) to the obligation secured by the trust deed, (3) all persons claiming an interest in the property of the trust, and (4) the trust surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

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 power and duties conferred upon the latter shall be vested in the herein named or appointed trustee. Each such appointment and substitution herein named or appointed trustee shall be in writing and the same shall be made by written instrument executed by beneficiary, containing return shall be made by written Clerk or Recorder of the county or counties in which the trust deed shall be conclusive proof of proper appointment of the successor 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 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 issue 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 826.505 to 826.585.

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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

June 20

Personally appeared the above named
Curtis R. Helt & Carol J. Helt

STATE OF OREGON, County of

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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)

and acknowledged the foregoing instru-
ment to be a voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 5-11-86.

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:

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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.

Curtis R. Helt & Carol J. Helt

Grantor

Suburban Finance Company

Beneficiary

AFTER RECORDING RETURN TO
Suburban Finance Company
3928 S. 6th
Klamath Falls, Ore 97601

SPACE RESERVED
FOR
RECORDER'S USE

8.00 fee

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
24 day of June 1983,
at 11:18 o'clock A.M., and recorded
in book reel volume No. M 83 on
page 9911 or as document fee file/
instrument/microfilm No. 24987.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By _____ Deputy