

DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION  
August 18, 1983

DATE FUNDS DISBURSED AND INTEREST BEGINS  
IF OTHER THAN DATE OF THE TRANSACTION  
**August 23, 1983**  
ANTOR(S):

ACCOUNT NUMBER  
401087

TRANSAMERICA FINANCIAL SERVICES  
ADDRESS: 121 South Ninth (Box 1269)  
CITY: Klamath Falls, Oregon 97601

GRANTOR(S):  
(1) Moses R. Dickerson

NAME OF TRUSTEE Transamerica Title Company

**THIS DEED OF TRUST SECURES FUTURE ADVANCES**

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 8985.82 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath

Lot 6, Block 304 DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County  
of Klamath, State of Oregon.

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

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

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto in anywise by law in anywise appertaining, unto the said administrators, successors and assigns, upon the trusts and for the purposes therein expressed.

Grantor also assigns to the said administrators, successors and assigns, all the rights, privileges and appurtenances thereto in anywise by law in anywise appertaining.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and enforce the same without regard to adequacy of any security, during continuance of default hereunder, and during continuance of suit to collect and enforce the same without regard to adequacy of any security.

FOR THE PURPOSE OF SECURING the above

**FOR THE PURPOSE OF SECURING:** (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by the Grantor in favor of the Beneficiary to which is hereby made, until paid in full at or before maturity, as extended or rescheduled; (3) Payment of any additional amount obligated to make any additional loan(s) in any amount; (4) The payment of any money that may have been advanced or refunded to the Beneficiary with interest thereon at the agreed rate, where any such advances are made to the Beneficiary.

ALL payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

THIRD: To the payment of the interest due on said loan.

[illegible]

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give notice thereof as required by law.

(2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, if the obligations and Trust Deed have not been paid in full, said Notice of Sale at public auction to the highest bidder, the Beneficiary shall have the right to sell the property at public auction, and shall postpone the sale may, for any cause he deems proper, to any date or dates thereafter.

(3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other sums secured hereby; and (4) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

5-361 (REV. 2-83)

ORIGINAL

**ORIGINAL**

13323

13957

(6) Grantor(s) agree to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).

(7) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

(8) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(9) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

(10) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(11) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessors and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.

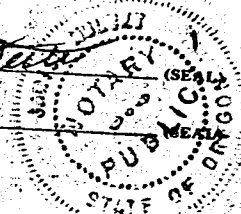
(12) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(13) Trustee accepts this Trust, when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(14) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date August 18, 1983  
Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_  
Grantor-Borrower Mervyn R. Blehn  
Grantor-Borrower \_\_\_\_\_  
County of Klamath  
On this 18th day of August, 1983



Mervyn R. Blehn Personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_  
acknowledged the foregoing instrument to be his \_\_\_\_\_ voluntary act and deed.  
Before me: \_\_\_\_\_  
(SEAL) \_\_\_\_\_ Notary Public for Oregon My Commission expires 12/29/85

**REQUEST FOR FULL RECONVEYANCE**

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name \_\_\_\_\_.

Mail Reconveyance to: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

FOR 6' BLOCK 204 EYKON ADDITION TO THE CITY OF Klamath Falls, IN THE COUNTY OF Klamath, STATE OF OREGON.

STATE OF OREGON  
County of Klamath

I certify that the within instrument was received for record on the 19 day of August, 1983 at 10:52 o'clock AM, and recorded in book 13957 on page 13956 Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Evelyn Blehn, County Clerk  
Title \_\_\_\_\_  
By Jane Blehn  
800 fee  
DEPT. OF REVENUE  
JAN 18 1983  
Page 13920

Return to: Box 1209 Klamath Falls, OR 97601