

TRUST DEED

Vol. M83 Page 14985

1983, between

THIS TRUST DEED, made this

"DELFRÉD"

DELFRED
KLAMATH COUNTY TITLE CO.

as Grantor, _____ Klamath County _____
_____ W. BOBE, husband and wife

EDWARD C. DORE AND JEANNE M. DORE, husband and wife

as Beneficiary,

WITNESSETH:

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as

in Klamath/Forest Estates Highway 66 Unit

Grantor irrevocably grants, bargains, sells, conveys and warrants to the Grantee, the following described property, to-wit:

Klamath County, Oregon, described as:

Lot 6 Block 114 in Klamath/Forest Estates Highway 66 Unit Plat No. 4, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon.

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of _____ Dollars & no/100----

_____ according to the terms of a promissory note made by _____ dated _____

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement, the sum of ---Sixty-six Hundred Dollars & no/100--- Dollars, with interest thereon according to the terms of a promissory note herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if any, on or before the 15th day of September, 19xx 2003, on which the final installment of said note is due, is hereby agreed to be paid by grantor to beneficiary or order.

sum of (\$6,600.00) _____ payable to beneficiary or order and made by grantor, the final installment of said note
note of even date herewith, September 19xx, 2003, on which the final installment of said note
not sooner paid, to be due and payable _____ the date, stated above, on which the final installment of said note
The date of maturity of the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be
becomes due and payable. In the event the within described property, or any part thereof, or any interest or approval of the beneficiary,
comes due, 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.
(a) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any deed or lien or charge

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; and not to permit any waste of said property.

1. To protect, preserve and repair; not to remove or demolish any building or improvement on 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, covenants, and restrictions affecting said property pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the 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.

proper public office or searching agencies as may be deemed
by filing officers or other authorities.

4. To provide and continuously maintain insurance on the buildings
beneficiary.
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, in
an amount not less than the insurable value of the latter; all
companies acceptable shall be delivered to the beneficiary as soon as insured,
policies of insurance shall fail for any reason procure any such insurance and
the grantor shall deliver to the beneficiary at least fifteen days prior to the expiration
of the term of any policy of insurance or hereafter placed on the said buildings,
delivered and policy of insurance of the same at grantor's expense. The amount
the beneficiary may provide under the same or other insurance policy shall be applied by beneficiary
collected under any liability secured hereby (the entire amount so collected) or
may determine whether or not to release the same in such order as beneficiary
may deem proper, and no part thereof shall be released to grantor. Such application or release shall
not cure or waive any default or notice of default hereunder or invalidate any
action taken pursuant to such notice.

5. The beneficiary shall be free from construction liens and to pay all
costs incurred by him or her in connection therewith, invited or assessed upon or

[illegible]

6. To pay all costs, fees and expenses of this trust including the trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to

[illegible]

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its 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 must be either a

[illegible]

legally entitled thereunto, the truthfulness thereof.

9. The validity of this instrument shall be conclusively proved by the fact that the consideration hereof shall be not less than \$5,000.00. If the consideration is less than \$5,000.00, the beneficiary 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 provided for the indebtedness hereby secured, sue in its own name and/or otherwise to collect the principal sum of the indebtedness hereby secured, interest thereon, costs and expenses, attorney's fees and all other issues and profits, including those past due and unpaid, and to apply the same, first to the payment of the principal sum of the indebtedness hereby secured, and thereafter to the payment of interest thereon, and to apply the balance thereof to the payment of the costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

10. Upon the entering upon and taking possession of said property, the beneficiary may determine.

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 act done pursuant to such notice.

12. In the event of any indebtedness secured hereby, the beneficiary may

[illegible]

herby, whereupon the trust shall be proceeded to foreclosure thereof as then required by law from ORS 86.740 to 86.795. The manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose before the date set by the default at any time prior to five days before said person or persons after the trustee's sale, the grantor or his successors in interest, respectively, may pay to the beneficiary under the terms of the trust deed and the ORS 86.760, the entire amount then due (including costs and expenses actually incurred) plus attorney's fees not exceeding the obligation and trust expenses, and such portion of the proceeds of the sale as would be due had no default occurred, and thereby curing the default, the obligation and trust expenses shall be dismissed by the principal as if no default had occurred, and the proceeds of the sale shall be held on the date and at the time and place specified in the deed, which said sale may be made 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 of 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 separate parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required, express or implied, the property so sold, but without any covenant or warranty, be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase 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 or to any successor trustee named herein. Upon such appointment, and without any conveyance or assignment, the trust shall be vested with all powers and duties conferred upon the trustee herein named by written power of appointment and substitution shall be made by the trustee hereunder. Each such power of appointment and substitution to this trust deed shall be in writing and shall be duly acknowledged by the trustee hereunder. Each such power of appointment and substitution shall be filed in the office of the county clerk of the county in which the property is situated, in the place of record, which, when duly recorded, shall constitute the trust deed.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. No other deed is 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.

9. At any time and from time to time this deed and the instrument referred to herein shall be a party unless such party is a party to the deed and the instrument referred to herein. At any time and from time to time this deed and the instrument referred to herein shall be a party unless such party is a party to the deed and the instrument referred to herein.

10. 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 except Trust Deed including the terms and provisions thereof, executed by Edward C. Dore et al, to Klamath County Title Co., trustee for Klamath Forest Estates et al as beneficiary dated November 18, 1981, recorded December 4, 1981 in Vol M81 page 20929, which said Trust Deed, beneficiary agrees to hold Grantor herein and that he will warrant and forever defend the same against all persons whomsoever, harmless thereof.

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, CALIF.

County of Los Angeles } ss.
August 23, 1983

Personally appeared the above named

Delbert Henry Rodgers
DELFRED

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

(OFFICIAL SEAL)

Jane Weisheitinger
Notary Public for Oregon, CALIF.
My commission expires: June 3, 1984



OFFICIAL SEAL
JANE WEISHEITINGER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 3, 1984

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

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

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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 2nd day of September, 1983, at 11:18 o'clock A.M., and recorded in book/reel/volume No. M83 on page 14985 or as fee/file/instrument/microfilm/reception No. 27785, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By _____ Deputy

Fee \$8.00