

TRUST DEED

Vol. 1783 Page 15100

27850

day of September

1983, between

THIS TRUST DEED, made this 1st day of SEP-
Robert R. Chilcote, III and Peter A. Bennett,

as Grantor, _____ KLAMATH COUNTY TITLE CO.

as Beneficiary, _____
EDWARD C. DORE AND JEANNE M. DORE, husband and wife
as Grantor, _____
WITNESSETH: _____

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:
Falls
Forest Estates Highway 66 Unit

Klamath County, Oregon, described as: Falls
 Lot 45 Block 32 in Klamath Forest Estates Highway 66 Unit
 Plat No. 2, according to the official plat thereof on file in the
 office of the County clerk of Klamath County, Oregon. Unit 2

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 herein, the sum of ***** Nine thousand and no/100***** Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, it

[illegible]

The date of maturity of the debt secured by this instrument is the date when the debt becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, is 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.

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 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; to request, 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 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]

any part thereof, under any default or notice of default hereunder or the non-cure or waiver of 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 payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor, either directly or indirectly, to the beneficiary, the beneficiary shall have the right to, by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment therefor and the amount so paid, with interest at the rate set forth in the deed secured and the amount so paid, with obligations described in paragraphs 6 and 7 of this hereby, together with the obligations described in paragraph 6 and 7 of this hereby, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereunder and for such payments, with interest as aforesaid, the provisions hereunder described, as well as the amount of the obligation herein secured, shall be added to and become a part of the debt secured by this trust deed, and all such payments shall be immediately due and payable with interest, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.

6. The taxes and expenses of this trust including the cost of defending the trust against claims and expenses of this trust incurred

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 attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, in any suit for the foreclosure of the beneficiary's or trustee's fees; the amount of attorney's fees mentioned in this paragraph shall be included evidence of the amount of attorney's fees in all cases shall be the amount of attorney's fees in the event of a judgment in any judgment or fixed by 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.

It is mutually agreed that:

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 so desired, to require that all or any portion of the amount required as compensation for such taking, which are attorney's fees necessarily paid or incurred by beneficiary for reasonable costs, expenses and attorney's fees, incurred by grantor in such reasonable costs and expenses and attorney's fees, applied by it first upon the appellate courts, necessarily paid or incurred by beneficiary in the trial court proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, and the balance applied expense, to take such actions hereby; and grantor agrees, as will be necessary in obtaining such compensation, promptly upon and from time to time upon written request of beneficiary.

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 696.503 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 20890, 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, leg-tees, 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.} } ss.
County of San Bernardino }
August 30, 1983

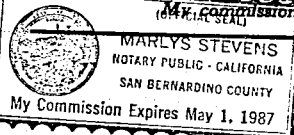
Personally appeared the above named
Peter A. Bennett and Robert R. Chilcote, III, common

and acknowledged the foregoing instrument to be ~~their~~ ^{his} voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Marlys Stevens
Notary Public for Oregon
Marlys Stevens Calif.
(My commission expires: 5/1/87)



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: _____, 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 6th day of September, 1983, at 1:11 o'clock P.M., and recorded in book/reel/volume No. M83 on page 15100 or as fee/file/instrument/microfilm/reception No. 27850, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By Bernetha J. DeLoach, Deputy