

WITNESSETH:

Lot 12, Block 7, HILLSIDE ADDITION to the City of KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon.

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 create 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.

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

6. 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, in an amount \_\_\_\_\_ maximum insurable amount, written in

[illegible]

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property and before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing benefits payable by grantor, to make such payment, beneficiary shall, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured by this deed, shall be a debt of the grantor to the beneficiary and shall be secured hereby, together with the obligations described in paragraphs 6 and 7 of this 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 by any of the trust parties hereto and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the extent hereinbefore described, as well as the payment of the obligation herein same extent that they are bound to the payment of the obligation herein described, and all such payments shall be immediately due and payable with-out notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall be a debt of the grantor to the beneficiary and shall be secured by this deed.

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 against any action or proceeding purporting to affect the security rights of the lenders, guarantors of beneficiary or trustee; and in any suit or action or proceeding in which the beneficiary or trustee may appear, including, without limitation, any suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees; the amount of title and interest mentioned in this paragraph 7 in all cases shall be paid by the lender or guarantor as mentioned in this paragraph 7 in full at the trial court and in the event of an appeal, the amount of such fee shall be paid by the appellant or the party who has obtained judgment or decree of the trial court, granted or otherwise agreed to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees shall be paid by the party who obtains judgment or decree of the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees shall be paid by the party who obtains judgment or decree of the appellate court.

It is mutually agreed that:

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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 to elect, to require that all or any portion of the monies payable right, compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses, and attorney's fees necessarily paid or incurred by grantor in any reasonable costs and expenses and attorney's fees applied by it first to itself and appellate courts, necessarily paid upon the indebtedness in such proceedings, and the balance applicant, to take such actions secured hereby; and grantor agrees, that it will be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 reconveyance, 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 any subordination or other agreement affecting this deed or any part of the lien or charge thereon; (d) reconvey, without warranty, to the person or persons who are the grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, 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 for the indebtedness hereby secured, enter and take possession of said property or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, and collect the past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as 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. Upon default by grantor in payment of any indebtedness secured hereby in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by advertisement and sale. In the event the trustee to foreclose this trust deed by advertisement and sale, the direct the trustee to foreclose this trust deed by advertisement and sale, the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said real property, and the beneficiary shall satisfy the obligations secured hereby, whereupon the trustee shall in the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other persons or persons in interest, respectively, the trust, or any of them, then due under the terms of the trust deed and the promissory note secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trust) the principal as would not then be due shall be due, and thereby cure the default, in which event the trustee shall proceed with the foreclosure proceedings, and at the time any such foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and at the place designated in the notice of sale. The trustee may sell the property either in one parcel or in separate parcels for cash, payable at the time of sale. Trustee's sale shall be by public auction to the highest bidder. The sale shall be made in accordance with the law relating to the sale of real property to the purchaser its deed in form as required by law concerning the property so sold, but without any covenant or warranty of title. The sale of the property so sold shall be conclusively presumed to be a sale of the property sold. Any person, excluding the trustee, but including the trustor and beneficiary, may purchase at the sale.

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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 a successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, all the powers and duties conferred upon any trustee herein named or appointed hereunder, including any appointment and substitution shall be made by written instrument, duly executed by beneficiary, containing reference to the office of the County Clerk or Recorder of the county or counties in which the property is situated and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of the appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed by beneficiary, is made a public record as provided by law. Trustee hereby acknowledges to notify any party hereto of pending sale under this deed, and agrees to notify any party hereto of pending sale under this deed, or of any action or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor is brought by trustee, shall be a party unless such action or proceeding is brought by trustee.

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 liens, covenants, and encumbrances of record, or apparent on the ground.

and that he will warrant and forever defend the same against all persons whomsoever.

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

Should all or any part of the property secured by this Trust Deed be sold or conveyed then the note secured hereby shall become immediately due and payable at the option of the holder of the Note.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.

*Thomas H. Younger*  
THOMAS H. YOUNGER

*Linda M. Younger*  
LINDA M. YOUNGER

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

(ORS 93.490)

STATE OF OREGON,

County of Jackson } ss.  
October 19, 1983.

Personally appeared the above named Thomas H. Younger and Linda M. Younger and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me,  
*W. H. Hood*  
Notary Public for Oregon

My commission expires: 9-6-84

STATE OF OREGON, County of \_\_\_\_\_) ss.  
\_\_\_\_\_, 19\_\_\_\_.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other; 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 said 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)

# TRUST DEED

Grantor

Beneficiary

STATE OF OREGON  
County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of October, 1983, at 11:35 o'clock AM., and recorded in book M 83 on page 18413 or as filing fee number 29851, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By *Peter J. Smith* Deputy

Fee: \$8.00

CRATER TITLE INSURANCE CO.  
P.O. BOX 336  
MEDFORD, OREGON 97501

## 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.