

1984, between

JACK P. BAGGELAAR

as Beneficiary,

Grantor irrev
Klamath

WITNESSETH:

County, Oregon, described as:

Lot 16, Block 11, TRACT 1689, SIXTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, ~~EXCEPTING THEREFROM the northeasterly 5 feet thereof.~~

LIBRARY DEED

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise thereto in anywise appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter put upon or annexed to or in anywise connected with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTY ONE THOUSAND FOUR HUNDRED EIGHTY FIVE AND 24/100 (\$51,485.24)

not sooner paid, to be due and payable per terms of note 19 19 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if 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 date expressed therein, shall become immediately due and payable.

The above described real property is not subject to the lien of any mortgage or other indebtedness.

To protect the security of this trust deed

1. To protect the security of this trust deed, grantor agrees:
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 thereon.
3. To comply with all laws and ordinances.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause in executing such financing statement 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 titled officers or searching agencies all may be deemed desirable to the beneficiary.

[illegible][illegible]

6. To pay all this trust deed, with necessary due and payable and costs, fees and expenses of this trust including the cost as the whole costs and expenses of the trustee incurred in enforcing this obligation and trustee's attorney's

and the attorney shall appear in and defend any action or proceeding purporting to assert the rights or powers of beneficiary or trustee, and in any matter involving or proceeding in which the beneficiary or trustee may appear or be called in aid for the enforcement of such trust, to pay all costs and expenses, including evidence of title and the beneficiary or trustee's attorney's fees, the cost of attorney's fee mentioned in the paragraph 5 of this instrument, incurred by the trial court and in the event of an appeal, then any judgment or costs court shall adjudge reasonable as the beneficiary or trustee's attorney's fee on such appeal.

It is mutually agreed that, in the event that any portion of all of said property or the rights of said owners should be confiscated, the said parties shall be valued as follows:

1. In all cases, the defendant shall be responsible for the costs of the proceedings, including the costs of the parties, the costs of the witnesses, the costs of the experts, the costs of the court, and the costs of the enforcement of the judgment. The defendant shall also be responsible for the costs of the appeal, if the appeal is successful. The costs of the proceedings shall be paid by the defendant in advance, unless the court orders otherwise. The costs of the proceedings shall be paid by the defendant in advance, unless the court orders otherwise. The costs of the proceedings shall be paid by the defendant in advance, unless the court orders otherwise.

9. At any time and from time to time upon written request of bond-
payment of its loss and preservation of the deed and the note for
holders (in case of full redemption), the beneficiary, without affecting
liability of any person for the payment of the indebtedness, irrevocably

(A) consent to the making of any map or plat of said property; (B) join in subordinating or other agreement affecting this deed or the land or share therein; (C) recognize, without waiver, all or any part of the property; (D) execute, untilled, etc., and five recitals thereof; (E) person or persons who have been proved in the truthfulness thereof; (F) facts or facts shall be shown in this paragraph shall be not by the fact.

[illegible]

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 as to any such property, and in such order as hereinafter provided.

[illegible]

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 3 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, any amount secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as, if then due, had no default occurred. Any other default that is capable of being cured may be cured by (a) performing the performance required under the obligation or trust deed, in any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee's and attorney's fees not exceeding the amount of the law.

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 at which said sale may be adjourned as provided by law. The trustee may at any time accept any bid or bids for the parcels and shall sell the parcels of property either in whole or in part to the highest bidder in cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property to said, but without any covenants, warranties, express or implied, or incumbrances in the deed of any matters of law, equity, or otherwise. The trust shall be deemed to be conclusively proved by the recording of this deed. Any person, excluding the trustee, but including attorney and beneficiary, may purchase at the sale.

15. When trustee, with consent to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the commission of the trustee and a reasonable charge for trustee's services; (2) to the satisfaction of the trust debt; (3) to pay portions of the interest hereon undistributed to the income of the trustee in the trust and, insofar as the trustee may require in the order of their priority; and (4) the balance, if any, to the grantor or to his estate in accordance with the provisions of the will.

15. Beneficiary may, from time to time appoint a successor or successors. Any person named herein or to any successor himself appointed herein upon such appointment, and without conveyance to the successor, the latter shall be vested with all title, power and duties conferred on the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument, executed by beneficiary, when required, in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of its validity as a successor trustee.

17. Trustee accepts this trust when this deed, duly executed and recorded, is made a public record as provided by law. Trustee is not bound by any action or proceeding in pending state under or over deed of the party unless such action or proceeding is brought by trustee.

NOTE: The Trust Used Act provides that the trust beneficiaries must be either an attorney, who is an active member of the Oregon Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a life 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 insurance agent licensed under ORS 596.505 in 1996.

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 Mortgage in favor of State of Oregon, Department of Veterans Affairs recorded September 1, 1976 in Volume M76, page 13697, Microfilm Records of Klamath County, Oregon.

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 educational, or even if parties is a natural person, use 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 pledgees, 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: Debits, by filing of, 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 (b) instrument is to be a FIRST lien to finance the purchase of a dwelling, use Oregon-Notar 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 Oregon-Notar Form No. 1304, or equivalent. If compliance with the Act is not required, disregard this notice.

If the signer of this deed is a corporation use the form of acknowledgment opposite.

John D. Dougherty

Marilyn Dougherty

STATE OF OREGON

County of Klamath

December 19, 1984

Personally appeared the above named

John D. Dougherty

Marilyn Dougherty

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 11/16/87

STATE OF OREGON, County of

Personally appeared

duy 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.

Notary Public for Oregon

My commission expires

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

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 sum 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 deed. Mail reconveyance and documents to

DATED:

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. 801

STEVENS-HESSE LAW FIRM, P.C., PORTLAND, ORE.

John D. Dougherty & Marilyn Dougherty

Jack P. Baggett

Beneficiary

AFTER RECORDING RETURN TO:

MOUNTAIN TITLE CO., INC.

11524

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 19th day of December, 1984

at 2:23 o'clock A.M., and recorded in book/reel/volume No. M84 on page 21094 or as fee/title/instrument/microfilm/reception No. 44234

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Ram Smith Deputy

51035

Fee \$9.00