

**13842**

19 85, between  
POLICE OFFICE

as Trustee, and

**as Beneficiary,**

**WITNESSETH:**

in Klamath County, Oregon, described as:  
A parcel of land situated in the most Northeasterly corner of that property described in Deed Volume M66, page 3136, all of which is in Lot 2 of Section 26, Township 39, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:  
Beginning at a point on the East line of Lot 2, 660 feet North of the Southeast corner of said Lot 2, thence West, 520.00 feet, along the North line of said parcel; thence South, 210.00 feet, parallel to the East line of said Lot 2; thence East, 520.00 feet, parallel to the North line of said parcel; to the East line of Lot 2, thence North, 210.00 feet, along the East line of Lot 2 to the place of beginning.

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, the sum of THREE THOUSAND & NO/100 Dollars, with interest thereon according to the terms of a promissory note of grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest thereon shall be due and payable on the day of February 28, 1988, on all such principal as has not sooner paid; to be due and payable on the date secured by this instrument is the date, stated above; on which the final installment of said note shall be due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the debt 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 dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agriculture. If at any time this trust deed, grantor agrees:

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 permit no waste of said property.
2. To complete, or restore, promptly any, in good and workmanlike manner.

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; if the beneficiary so requests, to obtain and restrictions affecting statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing same; the civil Code as the beneficiary may require, and to pay for filing same; made 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

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any part, term or waive any default or notice of default hereunder, and shall not sue or demand or pursue to such notice.

5. To keep said trust free from construction liens and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against said trust, and to properly before any part of such taxes, assessments and other charges become past due or delinquent, to promptly deliver receipts therefor to the beneficiary; should the trustee fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by or for the trust, to the beneficiary, by providing beneficiary with a check with which to make such payment; or by providing beneficiary with a check with which to make such payment; beneficiary may, at the rate set forth in the note secured by this deed, and the amount so paid, be added to the obligations described in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 8

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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, if it so elects, to take all or any portion of the monies paid or to be paid for such taking, which are in excess of the amount required as compensation for reasonable costs, expenses and attorney's fees incurred by grantor in such proceedings, to be paid to beneficiary to be applied by it first upon any reasonable costs and expenses and attorney's fees incurred by grantor in such proceedings, necessarily paid or incurred by it both in the trial and proceedings in court, and the balance applied upon the indebtedness in such proceedings, and grantor agrees, at its own expense, to make such acquisition, hereinafter referred to as "such acquisition," and to execute such instruments as shall be necessary in obtaining such acquisition.

secured, hereby, and GRANTOR agrees as shall be necessary, in obtaining such financing, to execute such instruments as may be necessary to carry out the purposes of this plan of reorganization, promptly on any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note and the deed of assignment (for cancellation), without affect of the deed of assignment (in case of full reconveyance for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee

(a) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the covenants therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above shall not be less than \$5.

10. Upon any default by grantor hereunder, or by a receiver to be appointed by a court, and with respect to the adequacy of any security for the indebtedness so secured, enter upon and take possession of all the rents, issues and profits, including those 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, upon and taking possession of said property, the

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 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 without notice.

waive any default or notice of default hereunder and shall remain bound pursuant to such notice.

12. Upon demand by grantor in payment of any indebtedness secured hereby and performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale. In the event the beneficiary or the trustee shall execute and record a written notice of default and his obligation secured to the said described real property to satisfy the obligations secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 87.673, may cure the default. If the default consists of a failure to pay, the cure is the full amount due at the time of the default. If the default consists of a failure to perform under the trust deed, the default may be cured by tendering the performance required under the trust deed. If the default is not then being cured by tendering the performance required under the trust deed, the entire amount due at the time of the default is due. Any other default that is capable of being cured may be cured by tendering the performance required under the trust deed. In any case, in addition to curing the default, the beneficiary of the trust deed shall be reimbursed for 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 amounts provided for in the trust deed.

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 to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in several parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form of a deed by law conveying the property so sold, but without any warranty or warranty, express or implied. The trustee shall be liable in damages for any matters of fact shall be conclusive proof of the truth of the matters of fact so stated. The trustee shall be liable for the consequences thereof. Any person, excluding the trustee, but including

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, (2) the charges by or for the trustee in connection with the sale, (3) the charges by or for the attorney, (4) the compensation of the trustee and (5) the compensation of the attorney, including the compensation of the trustee and attorney, (2) to the obligation of the trustee under the trust deed, (3) to all persons claiming an interest in the property sold, (4) to the trustee in satisfaction of the trust deed and (5) to the grantor or his successors in interest entitled to succeed to the property sold, in the following order of priority: (1) to the grantor or his successors in interest entitled to succeed to the property sold, (2) to the grantor or his successors in interest entitled to succeed to the property sold, (3) to the grantor or his successors in interest entitled to succeed to the property sold, (4) to the grantor or his successors in interest entitled to succeed to the property sold, (5) to the grantor or his successors in interest entitled to succeed to the property sold.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named hereunder or to any successor trustee appointed hereunder. Such appointment, and without conveyance of the property, shall be made by a written instrument, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be in writing and shall be a written instrument executed by beneficiary herein named or appointed hereunder. The instrument shall be recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in 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.

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 696.505 to 696.585.

13843

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

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 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: Deeds, 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, ss.  
County of Klamath, ss.  
August 28, 1985

Personally appeared the above named  
Neva J. Jackson Beck and  
Diane N. Beck

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

Before me:  
(OFFICIAL SEAL)  
AINE ROUSE SPROUL  
NOTARY PUBLIC - OREGON  
My Commission Expires 8-21-87

STATE OF OREGON, County of Klamath, ss.  
August 28, 1985

Personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

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 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 \_\_\_\_\_

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.  
Neva J. Jackson Beck and  
Diane N. Beck  
Grantor  
Certified Mortgage Company  
Beneficiary  
AFTER RECORDING RETURN TO:  
CERTIFIED MORTGAGE CO.  
803 MAIN, SUITE 103  
KLAMATH FALLS, OR 97601-8040

SPACES RESERVED FOR  
RECORDER'S USE

Beneficiary  
STATE OF OREGON, Klamath County of \_\_\_\_\_, ss.  
I certify that the within instrument was received for record on the 29th day of August, 1985, at 3:42 o'clock P. M., and recorded in book/roll/volume No. 485 on page 13842 or as fee/file/instrument/microfilm/reception No. 52664. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By \_\_\_\_\_ Deputy

Fee: \$9.00