

CHARLES E. TOMAN and META TOMAN, husband and wife

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

Lot 3 in Block 2 of Cres-Del Acres, First Addition, according to the Official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

hereditaments and appurtenances and all other rights thereunto belonging or in anywise

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

and of even date herewith, payable to bearer, or to order and made by grantor, the final payment of principal and interest hereof, it

The state of New York

SECURITY

19

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note shall be received, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. At the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or otherwise, shall become immediately due and payable.

1. To protect, preserve and maintain said property in good condition;

11 To complete the transfer of the property, and to avoid the possibility of any dispute or litigation, the undersigned hereby certifies that the property is not subject to any lien, mortgage, or other encumbrance, and that the same is not in the possession of any third party.

[illegible]

1. To provide and continuously maintain insurance on the building owned or the premises against fire and other hazards to insure the same.

[illegible][illegible][illegible]

100-443889-100

14-00000

[illegible]

to, promptly upon Beneficiary's request. If, after six (6) months after the date of payment of the first and remaining of this debt and the note for cancellation, without effecting payment of any portion for the payment of the indebtedness, trading may

(a) consent to the making of any map or plat of said property; (b) join in any deed, mortgage, or other instrument creating any restriction thereon; (c) join in any deed, mortgage, or other instrument releasing any restriction thereon; (d) join in any deed, mortgage, or other instrument affecting this deed or the lien, or charge, or interest in any conveyance made or to be made, or any part of the property. The foregoing covenants shall be binding on all persons who are or may be the person or persons who are the grantor or grantors of the property described in the foregoing deed, and the recitals thereof shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$100.00.

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 in regard to the adequacy of any security for the indebtedness hereby secured, enter and take possession of said property or of any part thereof, in its own name and use, and collect the rents, profits and proceeds and expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby, and in such order as

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 or in his performance of any agreement hereunder, the beneficiary may foreclose all assets secured hereby immediately and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed as a mortgage or direct the trustee to foreclose this trust deed as a mortgage. In the latter event the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall file the instrument of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in accordance with ORS 86.723 to 86.795.

[illegible]

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 which said sale may be postponed as provided by law. The trustee may sell such property either in parcels or in separate parcels and shall sell the parcel or parcels of property to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser the deed in form as required by law conveying such property as sold, but without any covenants or warranty, express or implied. The recitals in the deed of any matters or warranty, express or implied, are untruthful thereto. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

19. When trustee sells pursuant to the powers provided herein, trustee shall pay the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) the obligation secured by the trust deed, (3) to all persons who have claims against or interests in the property sold, in the order as recorded in their respective records; and (4) to the interest of the grantor or his heirs, assigns, personal representatives, if any, to the grantor or to his successor in interest entitled to such

16. Beneficiary may from time to time appoint a successor or successors to the trust created herein or to any successor trustee appointed hereunder. Upon such appointment, the trustee shall execute and deliver to the appointee a deed conveying to the appointee all the rights, powers and duties conferred upon any trustee herein named or appointed in full, and the appointment of the beneficiary shall be made by written instrument executed by the beneficiary, which instrument shall be recorded in the mortgage records of the county or counties in which the property is situated. The instrument shall be conclusive proof of proper appointment of a successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of record or of any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

NOTE: The Oregon Trust Act provides that the beneficiary of a trust created by will or otherwise may bring an action to enforce the terms, its administration, collection, distribution, or termination, if such action or proceeding is brought by trustee.

