

TRUST DEED

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*THIS TRUST IS BEING MADE UP
CAROL L. WRIGLEY AND RICHARD L. WRIGLEY*

21st

day of

March

, 19 86 , between
as Trustee, and
as Beneficiary.

WITNESSETH:

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

WITNESSESTH:

SEE ATTACHED EXHIBIT "A"

THIS TRUST DEED IS A SECOND TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO
A FIRST TRUST DEED IN FAVOR STATE FEDERAL SAVINGS & LOAN ASSOCIATION.

together with all and singular fixtures, hereditaments and appurtenances and all other rights thereunto belonging or in anywise
pertaining, 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 PURPOSES OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of **FIFTEEN THOUSAND AND NO/10/1** **(\\$15,000.00)** **Dollars**

Dollars, with interest thereon according to the terms of a promissory note all written date herewith, it shall be payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable. The date of maturity of this debt secured by his instrument is the date, stated above, on which the final installment of said note matures and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, exchanged, assigned or altered by the grantor without first having obtained the written consent or approval of the beneficiary, or the beneficiary's agent, all obligations secured by this instrument, irrespective of the maturity date, shall become immediately due and payable. The above described real property is not currently used.

3. To provide full compensation to any person or his dependents who die in the field of service and such other awards as may be made by the Government and less than compensation payable by the beneficiary for the performance of services which shall be different from those of the dead or killed and for any reason, however said policies do not benefit him if he has been given any policy of insurance now or before the beneficiary dies, and provides the sum of \$1000.00 for reinforced soldier pay to other members of the family except any member of the service who may die before him, or at death of beneficiary, if any part thereof, may be released to dependents or next of kin and debts or notice of default may also be released to such persons.

4. To keep out of service from time to time, certain men and other classes that may threaten national property before any part of the United States post date of disengagement and until so threatened should the person be sent to the nearest station or measurement house or other place of discharge payment or by provided benefits and the amount paid will be treated as the same as the amount paid with the obligations described in the same document.

5. To provide that the dead or killed or deceased persons be buried and have their payment, including benefits described, as well as the benefits received by them, and all other payments shall be honored by the Government and the amounts recovered by the same shall be treated as a debt of the Government.

6. To provide insurance on the buildings and equipment or damage by fire or explosion or accident as may be required, written in less payable to the latter; all beneficiaries as may be as insured; to cover any such insurance and to affect placed on real buildings, fixtures, expenses, the amount may be applied by beneficiary as much as collected, or with payment or release shall be under or invalidate any

It is mutually agreed that:
In the event that any portion or all of the property shall be taken
under the code of eminent domain or condemnation, beneficiary shall have the
right, if he so elects, to require that all or any portion of the money so payable
be compensated by such claims which are a part of the amount so paid,
to pay all reasonable costs, expenses and attorney's fees necessarily had or
incurred by him in such proceedings, as well as costs and expenses and attorney's fees,
paid by him upon reasonable costs and expenses, as well as incurred by him
in the trial and appellate courts, necessary to secure the independence
of such proceedings, and the balance unpaid, upon the independence
of such proceedings, and attorney's fees, as well as some
allowance for his services, as well as compensation for his services
and protection of his interests, as shall be necessary, at about the same
rate as the rate of compensation for his services.

1. The first step in obtaining such a history is to interview the patient's relatives from time to time upon written request of the doctor and the note filed in the chart. This interview will give the physician information of past medical experiences, family history, and other pertinent information.

Dollars, with interest thereon according to the terms of a promissory
and made by Grantor, the final payment of principal and interest.
21 10-91

, 19 91

amount is the date, stated above, on which the final installment of said note property, or any part thereof, or any interest therein is sold, agreed to be at time having obtained the written consent or approval of the beneficiary, his instrument, irrespective of the maturity dates expressed therein, or agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in subdividing or other agreement affecting this deed or the lien or charge thereon; (c) join in any reconveyance, without warranty, all or any part of the property. 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 power to make services mentioned in this paragraph.

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 or 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 upon and take possession of said property or any part thereof, in its own name, sue or otherwise collect the rents, issues or 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.

11. The entanc-

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 set 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 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 in mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary and his trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby wherein 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 the manner provided in ORS 86.735 to 86.785.

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 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums 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 would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering 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 amounts provided by law.

14. Otherwise, the sale shall be held at the place designated in the place designated in the

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 separate parcels and shall be the owner of the parcel or parcels at the time of sale, and shall deliver to the highest bidder for cash, payable at the time of sale, the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale, payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable attorney's fee by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to the persons having recorded liens subsequent to the interest of the trustee in the trust fund as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. Beneficiary may from time to time require the trustee to account to him for all moneys held by the trustee, but including

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when acknowledged in open court.

acknowledges trustee accepts this trust when this deed, duly executed and
obligated, is made a public record as provided by law. Trustee is not
responsible or liable for any party hereto of pending sale under any other deed of
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.

attorney, who is an active member of the Oregon State Bar, a bank, trust company
or of the United States, a title insurance company authorized to insure title to real
estate or any agency thereof, or an escrow agent licensed under ORS 70.050.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully owner 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) personally the grantor's personal, family or household purposes (see Important Notice below),
- (b) for an organization, or (c) even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, insures 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.

A NOTARIAL NOTICE: Unless, by (check) one, which ever is timely (a) or (b) in and upon which it is executed by (check) is applicable and the beneficiary is a creditor and such term is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary may copy this note promptly with the Act and Regulation Z, or equivalent, attached to the face of this paper or over thereon in Negro Type, P. 1119, or equivalent. If copied leave with the notary public and disregard this section.

If check four of the above is checked, see the front of acknowledgement and signature.

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

March 21st 1986, by

Carol R. Wright and Richard A.

Wright

Notary Public for Oregon

(Seal)

My next election expires: 6-21-88

STATE OF OREGON,

County of

This instrument was acknowledged before me on

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by

an

of

Notary Public for Oregon

My commission expires:

(SEAL)

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 notwithstanding such said trust deed) and to return, without warranty, to the parties designated by the terms of said trust deed the title to real property held by you under the same. Full reconveyance and documents to

DATED:

Beneficiary

Please keep a copy of this Trust Deed OR THIS NOTE which is secured. Don't mail it to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(Form No. 801)

ATTESTED AND FILED IN THE OFFICE OF THE CLERK OF

Carol R. Wright

Richard A. Wright
Grantor

Highland Community FCU

AFTER RECORDING RETURN TO
Highland Community FCU
3737 Shasta Way
Klamath Falls, Or 97603

SPACE RESERVED
FOR
REORDER'S USE

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock M., and recorded in book/reel/volume No. _____, on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

By

Deputy

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EXHIBIT "A"

A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 35 South, Range 7
East of the Willamette Meridian, in the County of Klamath, State of
Oregon, more particularly described as follows:

Beginning at a point on the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ which lies
North a distance of 132 feet from the Southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
thence continuing North along said West line a distance of 528 feet to
a point; thence East a distance of 330 feet to a point; thence South,
thence West a distance of 330 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of March A.D. 1981 at 11:25 o'clock A M., and duly recorded in Vol. M86,
of Map 14 on Page 4728.

FEE \$13.00

Evelyn Biehn, County Clerk
By 7pm Smith