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MT-16898
TRUST DEED

to Timothy Wakefield
Mountain Title Company
Klamath
NE 1/4, N 1/2 SE 1/4, SW 1/4 SE 1/4,
the Willamette Meridian.

hereafter "Grantor," irrevocably grants, bargains, sells, and conveys
hereinafter "Trustee," in trust, with power of sale, the follow-
ing property in Klamath County, Oregon, more particularly described as:

Section 19, Township 24 South, Range 7, East of
Forty Seven Thousand One
together with all and singular the hereditaments, tenements and appurtenances and all other rights 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
TO SECURE PERFORMANCE of the Grantor's obligation under this agreement and for the payment of
Hundred Sixty Four & 15/100 Dollars, (\$47,164.15) with interest thereon according to the terms of a promissory note
dated August 1, 1986, on which The Prineville Bank, hereafter "Beneficiary," is the payee and Grantor is the
maker, the final payment of principal and interest on which, if paid according to its terms, will be made
on November 1, 1986.

The date of maturity of the debt secured by this instrument is that same date. If the property described herein or any part thereof
or any interest therein is sold, agreed to be sold, conveyed, assigned, alienation or transfer shall be null and void and, at the sole option of the
Beneficiary, without need of further notice, all obligations secured by this instrument, irrespective of any maturity dates expressed in this
document or in the note shall become immediately due and payable.

Grantor warrants that the real property described hereon is not currently used for agricultural, timber or grazing purposes.
Until this Deed of Trust is reconveyed according to its terms, Grantor agrees:

1. To protect, preserve and maintain the property and any additions or improvements thereon made hereafter in condition and repair and not to remove or demolish any im-
provement or fixture upon the property nor to commit any waste of the property.
2. To repair or restore promptly, in good and workmanlike manner, any improvements which are now or may hereafter be constructed which shall become damaged or
destroyed and pay immediately when due all costs incurred therefor.
3. To comply with all laws, regulations, ordinances, covenants, conditions, restrictions, statutes and rules affecting the property secured hereby and, if requested by the
Beneficiary, to execute any and all financing statements requested pursuant to the Uniform Commercial Code as adopted in Oregon and to pay for the filing of such, as required by law.
4. To provide and continuously maintain insurance on the improvements located now and in the future on the said premises against loss or damage by fire or other casualty
with extended coverage in an amount not less than the amount secured hereby or the maximum insurable value of the improvements, whichever is less. Such insurance to be written in
companies acceptable to the Beneficiary, with loss payable clauses so that any loss thereunder will be payable first to the Beneficiary and then to the Grantor as their interest shall ap-
pear. These policies of insurance shall be delivered to the Beneficiary upon execution hereof.

5. To keep the premises free from construction liens and to pay all taxes, assignments, levies or other charges for any improvement thereon before any part of such taxes,
assignments or other charges shall become past due and to promptly deliver receipt therefor to the Beneficiary; should the Grantor fail to make such payment,
Beneficiary may, without notice, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby shall be added to the amount due
hereunder. All amounts shall immediately become due and payable without notice and nonpayment thereof shall, at the sole option of the Beneficiary, render all sums secured by this
Trust Deed immediately due and payable and constitute a breach of this Trust Deed.
6. To pay all costs, fees and expenses of this Trust Deed including the cost of title search as well as other costs and expenses of the trustee in connection with or in enforcing this
obligation including trustee's attorney's fees actually incurred thereby.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of the Beneficiary or Trustee; and in any suit, action or proceeding in
which Beneficiary or Trustee may appear, including any foreclosure of this deed, to pay all actual costs and expenses, including costs of title search, title insurance and the Beneficiary
or Trustee's attorney fees.

As part and in consideration of the other covenants contained herein, all parties hereto agree:
8. In the event that any portion or all of the property shall be taken under right of eminent domain or condemnation or by the government in any way, Beneficiary shall have the
right, if elected by the Beneficiary, without notice to the Grantor, to require that all or a portion of the monies payable for compensation for such taking shall first be applied to pay all
reasonable costs, expenses and attorney's fees paid and incurred by the Grantor and the Beneficiary in such proceedings and any remaining sums be applied first upon the indebtedness
secured hereby and any sums due hereunder. Grantor agrees, at Grantor's sole expense, to take any action necessary and execute all instruments necessary to obtain such compensa-
tion promptly upon request of Beneficiary, payment of the Trustee's fees and presentation of this deed and note for endorsement in case of full reconveyance for cancellation).

9. Upon written request of Beneficiary, payment of the Trustee's fees and presentation of this deed and note for endorsement in case of full reconveyance for cancellation),
without affecting the liability of any person for the payment of the subordination or other agreement affecting this deed or the lien or claim thereon, (d) reconvey, without warranty, all
any easement or creating any restriction thereon; (e) join in the subordination or other agreement affecting this deed or the lien or claim thereon, (d) reconvey, without warranty, all
and any part of the property. The Grantor in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matter or facts are
agreed by the Grantor to be conclusive proof of the truthfulness thereof. Grantor shall pay all expenses and fees for reconveyance, Trustee's fees shall not be less than \$5.00
10. Upon any default by the Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard
to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of the property described herein, the improvements thereon or any part of either in
Beneficiary's own name, sue or otherwise collect the rents, issues and profits, or the proceeds of fire or other insurance policy or compensation or
satisfaction, including reasonable attorney fees upon any indebtedness secured hereby or obligation of the Grantor hereunder in such order as the Beneficiary in his sole discretion may ab-
solutely determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire or other insurance policy or compensation or
awards for any taking or damage of the property and the application and release thereof of the aforesaid shall not cure or waive any default in way or any notice of default given
hereunder or invalidate any act done pursuant to such notice.

12. Upon default of the Grantor and payment of any indebtedness secured hereby or in his performance of any agreement hereunder or in the event the Beneficiary should, in
the Beneficiary's sole discretion, deem itself to be insecure, Beneficiary may without need for notice proceed to foreclose this Trust Deed in equity as a mortgage or direct the Trustee to
foreclose this deed by advertisement and sale in accordance with the statutes of State of Oregon. In the latter event, the Beneficiary or the Trustee shall execute and cause to be record-
ed the written notice and the election of the Beneficiary to sell the described real property together with the improvements thereon and all other things conveyed hereunder and limited to
the obligations secured hereby and due hereunder. In which case the Trustee shall fix time and place and sale, give notice thereof as then required by law and proceed to foreclose this
Trust Deed in the manner provided in the statutes of the State of Oregon.
13. Should the Beneficiary elect to foreclose by advertisement and sale, after default and any time prior to five (5) days before the date set by the Trustee for the Trustee's sale,
under the terms of the Trust Deed and the obligation secured thereby (including all costs and expenses actually incurred in enforcing the terms of this obligation and limited to
Trustee's and attorney's fees) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which case all foreclosure pro-
ceedings will be dismissed by the Trustee.

14. Otherwise, the sale of the property and improvements shall be held upon the date and at the time and place designated in the notice of sale or the time to which the sale may
be postponed in the manner provided by law. The Trustee may then sell the property either in one parcel or in separate parcels, at the Trustee's sole discretion, and shall sell the parcel
or parcels at auction to the highest bidder for cash, payable in cash at the time of the sale. Trustee shall deliver to purchaser Trustee's deed in the form required by statute conveying
the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed on any matters 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 the Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to the payment of (1) the expenses of sale, including the compensa-
tion of the Trustee and all actual attorney's fees and costs and expenses incurred in the sale of the property, (2) to the obligation secured by the Trust Deed, (3) to all persons having
recorded liens subsequent to the interest of the Trustee and the Trust Deed as would not then be due had no default occurred, and thereby cure the default, in which case all foreclosure pro-
ceedings will be dismissed by the Trustee.

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 any successor or Trustee ap-
pointed hereunder. Upon such appointment and without conveyance to the successor Trustee, the latter shall be vested with all the 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, containing reference to this Trust
Deed and its place of record, and such document shall, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, be con-
clusive proof of proper appointment of the successor Trustee.
17. The 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 trust or of any action or proceeding in which the Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is
brought by the Trustee.

18. The Grantor covenants and agrees to and with the Beneficiary and those claiming under him and warrants that the Grantor is lawfully seized in fee simple of the described
property set forth on hereon and has a valid, unencumbered title thereto.
The Grantor agrees to warrant and defend the same against all persons whatsoever.
Grantor agrees not to sell or transfer in any way all or any part of his interest hereunder without the prior written consent of the Beneficiary which may require a change in
terms of the note hereunder as a condition of such written consent which consent may be granted or withheld at the sole option of Beneficiary.
19. 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,
(b) for an organization, or (c) if the Grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

14096

14096

This deed applies to and inures to the benefit and binds all parties hereto, their heirs, legatees, devisees, administrators, executives, personal representatives, successors and assigns.

In construing this deed whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular includes the plural and all grammatical changes shall be made to carry this construction into effect.

IN WITNESS WHEREOF, at La Pine Oregon, on this 1st day of August 1986, the Grantor has hereunto set hand and seal.

Timothy Wakefield (SEAL)
(SEAL)
(SEAL)

STATE OF OREGON,)
County of Deschutes) ss.
August 1, 1986.
Personally appeared the above named
Timothy Wakefield

STATE OF OREGON, County of _____) ss.
Personally appeared _____, 19____, and
_____ 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:

and acknowledged the foregoing instru-
ment, to be his voluntary act and deed.

Before me:
Christina M. Drake
Notary Public for Oregon

My commission expires: 10-9-89

Notary Public for Oregon

My commission expires:

(OFFICIAL
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 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.

TRUST DEED

Timothy Wakefield

Grantor

The Prineville Bank

Beneficiary

AFTER RECORDING RETURN TO

The Prineville Bank
La Pine Branch
P O Box 788
La Pine, Oregon 97739

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
11th day of August, 1986
at 10:11 o'clock A.M., and recorded
in book/reel/volume No. M86 on
page 14095 or as document/fee/file/
instrument/microfilm No. 64608,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By Ann Smith Deputy