TRUST DEED

Val may Page 186 23569 between

as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon Corporation , as Trustee, and FLORENCE M. HAMILION, as to an undivided 4 interest; CHARLES HAMILION, as to an undivided 5 interest; CHARLES HAMILION, as to an undivided 6 interest; CHARLES HAMILION, as to an undivided 7 interest; CHARLES HAMILION, as to an undivided 8 interest; CHARLES HAMILION, as to an undivided 9 interest; CHARLES HAMILION, and the other charLES HAMILION, and HAMILIEN, as to an undivided  $rac{1}{4}$  interest; and JOE KETIH HAMILIEN, as to an undivided  $rac{1}{4}$  interest

as Beneficiary.

## WITNESSETH:

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

Lot 7, LEWIS TRACTS, in the County of Klamath, State of Oregon.

--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 connections.

tion with said real estate.

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

Sum of TWENTY ONE THOUSAND AND NO/100----

note of even date herewith, payable to beneficiary or order and made by 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 hereof, if note sooner paid, to be due and payable at maturity of Note 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 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 agricultural, timber or grazing purposes.

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; 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 therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the 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 beneficiary.

can Lode as the beneficiary, may require and to pay for filling same in the proper public office or offices, as well as the cost of all lien searches made by filling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ LULL INSURABLE. Wallue., written in companies acceptable to the beneficiary may from time to time require, in a mount not less than \$ LULL INSURABLE. Wallue., written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary any determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon or beneficiary; should the grantor lail to make payment of any taxes, assessments, and other charges become past

of title search as well as the other costs and expenses of the frustee incurred in connection with or in enforcing this obligation and trustee's and alterney's lees actually incurred.

7. To appear in and delend any action or proceeding purporting to allect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's lees; the amount of attorney's lees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's lees on such appeal.

It is mutually agreed that:

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 require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required an compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's lees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and trom time to time upon written request of beneficiary

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereol; (d) reconvey, 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 lees for any of the services mentioned in this paragraph shall be not less than \$5.

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 without regard to the adequace 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 cultect the rents, issues and prolits, including those past due and onpaid, and apply the same, less costs and expenses of operation and collection, including reasonable atterney's tees upon any indebtedness secured hereby, and in such order as broefficiary may determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and prolits, or the proceeds of fire and other insurance policies or compensation or release thereof as adoresaid, 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 declare all sums secured hereby immediately due and payable. In such an 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 in equity as a mortgage or direct the trustee to foreclose this trust deed in the manner provided in ORS 86.735 to 86.7

the manner provided in ORS 86.735 to 86.735.

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 privileded by ORS 86.753, may cure the delault or delaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the delault 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 delault occurred. Any other delault 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 of delaults, 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 less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the data and adventing the sales.

the frantor and benefic—may purchase at the sale.

15. When truste—ells pursuant to the powers provided herein, trustes shall apply 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) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trustee deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the frantor or to his successor in interest entitled to such surplus.

surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named betein or to any successor trustee appointed between the Upon such appointment, and without convexance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee hetein named of appointed betweender. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortlage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor frustee.

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 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 Bur, 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 title state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escraw agent licensed under ORS 696.505 to 696.585.

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 or household purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial 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, executors, secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine 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: Delete, 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 use Stevens-Ness Form No. 1319, 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 acknowledgement opposite.) STATE OF OREGON County of Klamath STATE OF OREGON, This instrument was acknowledged before me on December 19 86, by County of ..... This instrument was acknowledged before me on William Bryan Poig. Jr. Addington
Notary Public ton Oregon (SEAD); Commission expires: 3-22-89 Notary Public for Oregon My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 DATED: of 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. Beneficiary TRUST DEED (FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE STATE OF OREGON, County of Klamath Florence M. & Charles & James I certify that the within instrument was received for record on the .. 19th day R. & Joe Keith Hamilton at .3:20 .... o'clock .. P.M., and recorded SPACE RESERVED William Bryan Doig, Jr. in book/reel/volume No. ... M86...... on FOR page ....23569 ...... or as fee/file/instru-RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO ASPEN TITLE & ESCROW, INC.

69333

ment/microfilm/reception No...69573.,

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk NAME

By Dernetha of helsch Deputy Fee \$9.00