

19...87, between

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys  
Klamath.....County, Oregon, described as:

87 APR 24

To protect the security of this trust deed, grantor agrees:  
To protect, preserve and maintain said property in good condition;  
To protect, preserve, demolish any building, structure and workman

[illegible]

4. To provide that the beneficiary may now or hereafter erected on the property and such other hazards as shall be deemed an amount not less than \$100,000.00 as insurance and the beneficiary as soon as insured companies acceptable shall be delivered to the beneficiary as such insurance and for any reason to procure any such insurance at least fifteen days prior to the expiration of said building insurance policy.

the beneficiary may procure the same insurance policy may be delivered to the beneficiary under any life or other insurance policy may be collected under any indebtedness secured hereby and in such order as the beneficiary upon any, or at option of beneficiary the entire amount so collected determine, or may be released to grantor. Such application or invalidation of default hereunder and to pay

5. To keep said premises free from such taxes, assessments and other charges that may be levied against said property before any part of such taxes, assessments and promptly deliver receipts therefor to the grantor or his assigns; and to make payment of any taxes, assessments and other charges payable by grantor, or his assigns, should the grantor fail to make payment of such taxes, assessments and other charges payable by grantor, or his assigns, with funds with which he or she is entitled as beneficiary with funds with which he or she is entitled as beneficiary to make payment thereof.

by direct payment, with interest at the rate of five per cent per annum, to the beneficiaries described in paragraph 1, and the amount so paid, with interest at the rate of five per cent per annum, to the beneficiaries described in paragraph 2, together with the obligations described in paragraph 3, shall be added to and become a part of the debt secured hereby, together with any rights arising from breach of any trust deed, shall be waived by the grantor, shall be bound to pay for such payments, with interest as aforesaid, of the obligations described in paragraph 4, as the same may from time to time become due and payable.

[illegible]

7. To appear in and defend any action or proceeding in which the beneficiary or trustee may appear for the foreclosure of this deed, to pay all costs and expenses of the beneficiary or trustee's attorney-in-fact in connection with the action or proceeding, and to pay all costs and expenses actually incurred.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed as evidence of the debt (in case of full reconveyances, for cancellation), the lender shall make payment for the payment of the indebtedness.

\_\_\_\_\_. The Trust Deed Act provides that the trustee hereunder may, in the absence of any express prohibition authorized to do business under the laws of the State of California, agents or branches of the trust.

[illegible][illegible]

11. The entering upon and taking possession of said property, and the collection of such rents, issues and profits, or the proceeds of life and other policies or compensation or awards for any taking or damage of the property, shall not constitute an acknowledgment of indebtedness, nor shall any such collection or compensation or release thereof, as aforesaid, shall not cure or annul or invalidate any act done by the beneficiary or beneficiaries of the policy or policies of insurance.

[illegible]

advertisements to be inserted in the real property to execute and cause to be executed the time and place to sell the said decedent shall fix the time and place hereby whereupon the trustee shall proceed to foreclose thereon as then required by law and proceed to foreclose the manner provided in ORS 86.735 to 86.795.

either  
to the  
benefit  
of the  
trust  
or to  
the  
benefit  
of the  
beneficiary  
of the  
trust.

14. Otherwise, the sale shall be held on the date and at the time designated in the notice of sale. The trustee may sell the parcel or parcels by law.

the property so sold, but without any matters of fact shall be concluded by the recitals thereof. Any person, excluding the trustee, but including the purchaser, may purchase at the sale.

shall apply the proceeds of sale of the trust deed, and shall include the compensation secured by the trustee in attorney, (2) to the obligation subsequent to the interest of his priority having recorded liens may appear in the order of interest entitled as their interests may appear in the grantor or to his successor in interest entitled to appoint a successor.

[illegible]

17. Trustee accepts this trust when this debt is acknowledged is made a public record of pending sale under any obligation to notify any party hereto in which grantor, beneficiary or any action or proceeding is brought by

must be either an attorney, who is an active member of the Oregon State Bar, or the laws of Oregon or the United States, a title insurance company authorized to do business in the United States or any agency thereof, or an escrow agent licensed under ORS 69A.010.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is duly admitted to practice in the State of Oregon, or a savings and loan association authorized to do business under the laws of Oregon or the United States, a time or savings and loan association authorized to do business under the laws of the United States or any agency thereof, or an escrow agent licensed under the laws of the State of Oregon, or any agency thereof, and that the trustee shall not be liable for any person for the payment of the principal or interest on the loan.

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 except none

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 the purchase, construction, improvement, maintenance or operation of real or personal property, or 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, 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: 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 back of acknowledgment opposite.)

STATE OF OREGON

County of Klamath

ss.

This instrument was acknowledged before me on April 23, 1987, by

DON H. HUMPHREY and FRANCISCA A. HUMPHREY, husband and wife

*Kristin L. Redd*  
Notary Public for Oregon  
(SEAL)

My commission expires: 11/16/87

STATE OF OREGON,

County of \_\_\_\_\_

ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

as \_\_\_\_\_

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 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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Don H. Humphrey & Francisca A. Humphrey

Grantor

James V. Brun Schmid & Yoshiko Brun Schmid

Beneficiary

SPACE RESERVED

FOR

RECORDER'S USE

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY OF  
KLAMATH COUNTY

53880

Fee: \$9.00

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 24th day of April, 1987, at 8:43 o'clock A.M., and recorded in book/reel/volume No. M87 on page 6926 or as fee/file/instrument/microfilm/reception No. 73820, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Ann Smith* Deputy