

81180 OK 81001

TRUST DEED

Vol 1887 Page 19952

THIS TRUST DEED, made this 3rd day of November, 1987, between ROGER L. WISEMAN, JR. & DIANA A. WISEMAN, husband and wife, as Grantor, and Mountain Title Company of Klamath County, as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as: Lot 7 of SUMMERS HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOUR THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS, with interest thereon according to the terms of a promissory note of even date herewith, 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 November 5, 1993.

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.

- 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; and to restore in proper manner any building or improvement destroyed, damaged, or destroyed thereon, and pay when due all costs, incurred therefor.
 2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing 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.
 3. To provide and continuously maintain insurance on the buildings and such other hazards on the said premises against loss or damage by fire and an amount not less than \$100,000.00. The beneficiary may from time to time require, in writing, that the grantor deliver to the beneficiary a copy of the policy or policies of insurance which shall be delivered to the beneficiary with loss payable to the latter; all delivery of any policy of insurance shall be made to the beneficiary as insured; the beneficiary may procure the same at grantor's expense. The amount of any indebtedness secured hereby and in such order as beneficiary may 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.
 4. 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 become past due, or delinquent, and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed.
 5. To pay, all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
 6. To appear in and defend any action or proceeding purporting to affect the security or powers of beneficiary or trustee, and in any such 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 amount of attorney's fees 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 fees 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 money payable as compensation for such taking, which are in excess of the amount payable to pay all reasonable costs, expenses and attorney's fees of the amount required by grantor in such proceedings, shall be paid to beneficiary and not to the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and, grantor agrees, at its own expense, to take such action, and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may consent to the making of any map or plat of said property; (b) join in

NOTE: The Trust Deed, Act provides that the trustee hereunder must be, either an attorney, who is an active member of the Oregon State Bar; a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States; or any agency thereof, or an escrow agent licensed under ORS 696.503 to 696.585, property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof.

[illegible]

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executor, 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.

Roger L. Wiseman, Jr.
Roger L. Wiseman, Jr.
Diana A. Wiseman

STATE OF OREGON
County of Clatsop
This instrument was acknowledged before me on
November 30, 1984 by
Roger L. Wiseman Jr &

STATE OF OREGON
County of Clatsop
This instrument was acknowledged before me on
November 30, 1984 by
Roger L. Wiseman Jr &

Diana A. Wiseman
dawisem@juno.com
Notary Public for Oregon
(SEAL) My commission expires: *6-16-88*

of
State of Oregon
Notary Public for Oregon
(SEAL) My commission expires: _____

NOTARY PUBLIC STATE OF OREGON
REQUEST FOR FULL RECONVEYANCE

TO: _____

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 their respective interests in the above described real estate now held by you under the same. Mail reconveyance and documents to _____.

TRUST DEED THIS IS (FORM NO. 811) OF THE COUNTY CLERK OF Klamath County, Oregon, according to the official record of the County of Klamath, Oregon, and I certify that the within instrument was received for record on the 3rd day of November, 1987, at 3:34 o'clock P.M., and recorded in book/reel/volume No. 187 of page 19952 or as fee/file/instrument/microfilm/reception No. 81180. Record of Mortgages of said County.	
Grantor Wiseman, Roger L. Jr. and Diana A. Hatfield, Karen J.	Beneficiary STATE OF OREGON, County of Klamath Evelyn Biehn, County Clerk
RECORDING INFORMATION Fee: \$10.00 18021 DEED	