

as Beneficiary, _____

WITNESSETH:

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

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 THE OBLIGATIONS OF THE BORROWER TO THE LENDER, THE BORROWER HAS GRANTED TO THE LENDER A FIRST MORTGAGE INTEREST IN THE REAL ESTATE DESCRIBED IN THE INSTRUMENT OF MORTGAGE, AND THE LENDER HAS AGREED TO ACCEPT THE SAME AS SECURITY FOR THE LOAN. THE LOAN IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The loan is made for the sum of ONE HUNDRED FORTY THOUSAND DOLLARS AND NO/100 \$140,000.00. The loan is made for a term of 360 months, or 30 years, with interest thereon according to the terms of a promissory note, dated 08/01/2008, and the principal and interest hereof, if not paid when due, shall be payable in monthly installments of \$600.00 per month, beginning on the first day of the month following the date of the loan, and continuing until the loan is paid in full.

sum of ONE HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS
***** \$140,000.00 ***** 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 at maturity, 19 .
The debt secured by this instrument is the debt, stated above, on which the final installment of said note
is due, and no part thereof, or any interest therein is sold, agreed to be sold, or assigned to the beneficiary.

note of even date herewith, payable to beneficiary or order and due on or before January 1, 19 19
not sooner paid, to be due and payable at maturity on or before January 1, 19 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.

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; and 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, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, the beneficiary shall cause financing statements pursuant to the Uniform Commercial Code to be filed in the public office in the name in the title of the beneficiary may require and to pay the cost of all lien searches made by the beneficiary in connection with the property, and to cause to be filed in the public office or offices, as well as the cost of all lien searches made by the beneficiary or searching agencies as may be deemed desirable by the beneficiary.

[illegible][illegible]

6. 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 actually incurred. No action or proceeding purporting to limit the

7. To appear in and defend any action or proceeding purporting to affect 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 the foreclosure of this deed, to pay all costs and expenses, including the fee for the foreclosure of this deed, and the trustee's attorney's fees; the

action or proceeding in which the beneficiary is required to pay all costs and expenses, including suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's in this paragraph 7 in all cases shall be amount of attorney's fees mentioned in an appeal from any judgment or order entered 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:

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 so elected, to require that all or any portion of the amount payable in compensation for such taking, which are in excess of the amount necessarily paid or to be paid for reasonable costs, expenses and shall be paid to beneficiary and to be applied by grantor in such proceedings, for attorney's fees and expenses incurred by it first upon any reasonable costs and expenses paid or incurred by beneficiary in the trial and proceedings, and the balance applied upon the costs and expenses incurred by beneficiary 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, in writing, signed by beneficiary.

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 reconveyance, for cancellation), without affecting the liability of any person for the payment of said property; (b) join in

tenances and all other rights thereunto belonging or in anywise
and all fixtures now or hereafter attached to or used in connec-
each agreement of grantor herein contained and payment of the
NO/100. *****
dollars, with interest thereon according to the terms of a promissory
note, principal and interest hereof, if

ollars, with interest thereon according to the terms of a promissory
by grantor, the final payment of principal and interest hereof, if
....., 19....., at which the final installment of said note

the date, stated above, on which the final installment of said note, or any part thereof, or any interest therein is sold, agreed to be having obtained the written consent or approval of the beneficiary, or agent, irrespective of the maturity dates expressed therein, or

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The trustee, 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 fees for any of the foregoing shall be as set forth 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 adequacy of any security, cause the indebtedness hereby secured, enter upon and take possession of all the real and personal property, wherever situated, owned or possessed by grantor, part thereof, in its own name sus or otherwise, to collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including reasonable attorney's fees and costs and expenses of operation and collection, and in such order as beneficiary may deem proper, and may also cause to be sold any real property, the

11. The determine 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 act done in accordance with the provisions of this indenture.

waive any default or notice of default hereunder 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 time being of the essence with respect to such payment and/or performance, 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 by initiating a mortgage or direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to foreclose this trust deed, either at law or in equity. The trustee shall execute and cause to be recorded the deed of sale of the property which the beneficiary may have. In the latter event the beneficiary and the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described property; to foreclose the obligation secured hereby whereupon the trustee shall give notice of 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 86.673 and 86.675.

§ 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 or the default may be cured by paying the sums secured by the debt at the time of the cure other than such portion of the entire amount due as the trustee determines the grantor is incapable of tendering, the cure may be cured by tendering the balance of the amount due. In addition to curing the default or obligation or trust deed. In the cure shall pay to the beneficiary all the defaults, the 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.

[illegible][illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereors to any such appointment, and without liability, powers and duties conferred on trustee, 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 in a written instrument executed by beneficiary in which and substitution shall be in the mortgage records of the county in which which, when recopy is situated, shall be conclusive proof of proper appointment of such successor trustee.

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 may 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 Bar, 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 this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow 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 if grantor is a natural person) are for business or commercial purposes.

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 beneficiary, **MUST** comply with the Truth-in-Lending Act and Regulation Z, the disclosures for this purpose with the Act and Regulation by making required. If compliance with the **Stevens-Ness Form No. 1319**, or equivalent, 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

This instrument was acknowledged before me on
July 1, 1988.

Rudolph Warren Nelson and
Jill Nelson / C.

Debra Buckingham
(SEAL) Notary Public for Oregon

My commission expires: 12-19-88

STATE OF OREGON

County of _____

This instrument was acknowledged before me on

19....., by

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 _____

[illegible]

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.

CONFIDENTIAL

Grantor

FILED IN: 65-15881
BY: [illegible]
DATE: 11-1-65

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument
was received for record on the 1st day
of July, 1988.,
at 1:38 o'clock P.M., and recorded
in book/reel/volume No. M88 on
page 10351 or as fee/file/instrument
microfilm/reception No. 88836.,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

3048 Wash of June Evelyn Biehn County Clerk

NAME _____ TITLE _____
By Dr. [Signature]

\$13.00 18921 Duff