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| DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION SEPTEMBER 27, 1988 | | DATE FUNDS DISBURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION OCTOBER 3, 1988 | | ACCOUNT NUMBER 3654 403782 |
| BENEFICIARY TRANSAMERICA FINANCIAL SERVICES ADDRESS: 707 MAIN ST., P.O. BOX 1269 CITY: KLAMATH FALLS, OR 97601 | | GRANTOR(S): (1) WILLIAM L. BENECKE Age: _____ (2) BEVERLEE BENECKE Age: _____ ADDRESS: 409 JEFFERSON ST. CITY: KLAMATH FALLS, OR 97601 | | |
| NAME OF TRUSTEE: ASPEN TITLE AND ESCROW, INC. | | | | |

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$7,728.74 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of KLAMATH:

Lot 7, Block 42, FIRST ADDITION TO THE CITY OF
KLAMATH FALLS, in the County of Klamath, State
of Oregon.

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

The above described real property is not currently used for agricultural, timber or grazing purposes.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default, authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note, executed by the Grantor in favor of the Beneficiary, reference to which is hereby made, until paid in full at or before maturity, or as extended or rescheduled; (3) Payment of any additional amounts, with interest thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary shall not be obligated to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of the interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of Foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt secured hereby, or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes, liens and assessments without determining the validity thereof; and (c) such disbursements shall be added to the unpaid balance of the obligation secured by this Deed of Trust and shall bear interest from the date of payment at the agreed rate. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of the proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises, to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor. (5) That he will pay, promptly, the indebtedness secured hereby in full compliance with the terms of said Promissory Note and this Deed of Trust and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (6) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary, under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary on the application of the Beneficiary, or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give notice thereof as required by law.

(2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest in the trust, property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale (if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed, and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) After the lapse of such time as may then be required by law following the recording of said Notice of Default and Notice of Sale, having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in the said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser his Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other sums secured hereby; and (4) the remainder, if any, to the person or persons legally entitled thereto or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

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each block(s) with the County Clerk of the County in which the sale took place.

4. Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale; in the event such possession has not been surrendered by the time of the sale, the Purchaser shall have the right to enter the premises and take possession thereof.

5. Beneficiary may appoint a successor trustee at any time by filing for record; the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee; Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

6. If the Trustee named herein or any successor Trustee shall die, resign or be removed from office, the Trustee shall reconvey to said Trustor(s) the above-described premises according to the terms of the deed of trust.

[illegible][illegible]

(8) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of the Beneficiary, then the sum secured hereby forthwith due and payable.

(9) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note secured hereby shall be subject to the provisions of the California Civil Code, Section 2951, or any other law, statute, regulation, ordinance, or rule of any governmental entity, which purports to limit the enforceability of any provision of this Deed of Trust or the Promissory Note secured hereby. This Deed of Trust and the Promissory Note secured hereby shall be governed by the laws of the State of California, and shall be enforceable in accordance with its terms.

shall be deemed to impose on the Grantors, their heirs, assigns, successors, grantees, lessees and assigns, jointly and severally, the obligation to perform all covenants and agreements herein contained, and all provisions of this Deed of Trust shall be binding on the Grantors, their heirs, assigns, successors, grantees, lessees and assigns, jointly and severally, notwithstanding that some of them may be deceased or otherwise unable to perform the same at the time hereof. In the event of the death of any of the Grantors, the obligations of the surviving Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall be binding on the Grantors, their heirs, assigns, successors, grantees, lessees and assigns, jointly and severally, notwithstanding that some of them may be deceased or otherwise unable to perform the same at the time hereof.

(10) All Grantors shall be jointly and severally obligated to pay to the Trust the sum of \$100,000.00, which shall inure to and be binding upon the heirs, executors, administrators, successors, assigns and assigns of the Grantors. The obligation of the Grantors shall not affect the validity and enforceability of any other provisions.

11. (11) Invalidity or unenforceability of any provisions herein shall not affect the validity of any other provisions hereof. This instrument, and the provisions hereof, is made a public record as provided by law. Trustee is not obligated to execute this instrument unless it is recorded in the public records of the State of California. Trustee, by executing this instrument, certifies that the instrument is a true and correct copy of the instrument as recorded in the public records of the State of California.

(12) Trustee, accepts this assignment of the right of first refusal and agrees to notify any party hereto of pending sale under any other Deed of Trust, or to any party, unless brought by Trustee.

(13) The undersigned (Grantor/s) request(s) that a copy of original passport or other identification document of the undersigned (Grantor/s) be submitted to the undersigned (Grantor/s) upon request to the undersigned (Grantor/s) at the address hereinbefore set forth.

11. IS INFORMATION TECHNOLOGY BEING USED TO IMPROVE THE QUALITY OF THE SERVICE PROVIDED TO THE PUBLIC? IF YES, HOW? IF NO, WHY NOT?

[illegible]

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal of said office of the County of _____ State of _____ on this _____ day of _____ 20____.

Signed, sealed and delivered in the presence of _____ and to the said _____ and to the said _____ (SEAL)

 Grantor/Borrower

Witness _____
 I hereby certify that the foregoing is a true and correct copy of the original as shown to me by the person or persons who presented it for recording.

Notary Public
Beverly Benock
 Grantor-Borrower

Witness (a) to receive payment; (b) to certify amount of cash received; (c) to certify date of receipt; (d) to certify name of person receiving cash; (e) to certify name of person paying cash; (f) to certify name of person making payment; (g) to certify name of person receiving payment; (h) to certify name of person making payment; (i) to certify name of person receiving payment; (j) to certify name of person making payment; (k) to certify name of person receiving payment; (l) to certify name of person making payment; (m) to certify name of person receiving payment; (n) to certify name of person making payment; (o) to certify name of person receiving payment; (p) to certify name of person making payment; (q) to certify name of person receiving payment; (r) to certify name of person making payment; (s) to certify name of person receiving payment; (t) to certify name of person making payment; (u) to certify name of person receiving payment; (v) to certify name of person making payment; (w) to certify name of person receiving payment; (x) to certify name of person making payment; (y) to certify name of person receiving payment; (z) to certify name of person making payment.

CLAMATH COUNTY, OREGON, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of said County.

Personally signed the above name: 88 SEP 19 1988

On this 27TH day of SEPTEMBER 1964 at NEW YORK in the County of NEW YORK and State of NEW YORK I, BEVERLEE BENECKE of the County of NEW YORK and State of NEW YORK do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of NEW YORK and State of NEW YORK.

THIRD: WILLIAM L. BENECKE
 REFUSED TO DO THE EXECUTION OF THE WARRANTS AND TO SIGN THE
 RETURN THEREON IN THE CITY OF NEW YORK.

THEIR Voluntary act and deed

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[illegible]

Before me: Notary Public for Oregon My Commission Expires: 12/31/2011

REQUEST FOR FULL RECONVEYANCE Dated: 10/10/2014

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust, have been paid in full to the lender or lenders named herein, and the undersigned hereby certifies that no sums are owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by this Deed of Trust, and release the parties designated by the terms of said Deed of Trust, the estate

[illegible]

TO HAVE AND TO HOLD

1. 1. The first part of the document is a list of names of persons who are
2. known to the author of the document as having been in contact with the
3. author of the document in the past.

By _____

By _____

By _____

_____ from conveyance will be made.

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

FOR A BLOCK 43' BIRTH ADDITION TO THE AREA OF

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12:00
C
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STATE
has received
\$100.00
on page
County
office
By
Fee
Return

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DEED OF TRUST

[illegible][illegible]

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88

| | | | | |
|----------|------------|-------|-------|---------|
| RECEIVED | DATE | TIME | BY | REMARKS |
| | 2012/12/25 | 11:00 | GRAND | GRAND |

DATE OF DEED: 1968-1-1

DEED OF TRUST AND ASSIGNMENT OF BENEFIT

1990

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