

September....., 19⁸⁹, between

5th day of September

Vera Mae Duvall

as Beneficiary,

WITNESSETH:

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

See Attachment Exhibit "A"

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 Thirteen thousand (\$13,000.00) Dollars, with interest thereon according to the terms of a promissory note dated _____, 19____, between said parties, which said promissory note shall constitute the final payment of principal and interest hereof, if all the conditions and covenants therein are complied with.

sum of Thirteen thousand
(\$13,000.00) 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
said to be due and payable at maturity of note 19_____.
_____ (as set forth above, on which the final installment of said note is to be paid).

not sooner paid, to be due and payable at maturity of note, 1999.
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.

1. To protect the security of this trust deed, grantor agrees:
 a. 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.
 b. To maintain said property in good and workmanlike

2. To cooperate in or restore promptly and in good and workmanlike manner the building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred in negotiations, covenants, conditions and restrictions affecting said building or improvement;

3. To comply with all laws, ordinances and regulations if the beneficiary so requests, to join in executing such laws, ordinances and regulations and to pay for filing same in the Uniform Code of Regulations; to pay for the cost of all lien searches made by the public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary;

4. To continuously maintain insurance on the building.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the insured may desire to insure against, in an amount not less than \$ _____, 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 and if the grantor shall fail or for any reason to procure any such insurance and to deliver said policies to the beneficiary now or hereafter placed on said buildings or any policy of insurance now or hereafter procured by the grantor, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereby and in such order as may be determined by the 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 premises before any part of such taxes, assessments and other charges become past due or delinquent and promptly to pay the receipts therefor to the beneficiary; should the grantor fail to make any payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing for the beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note and the amount so paid, with the obligations described in paragraphs 6 and 7 of this hereby, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising in the event as aforesaid, the property hereunder and for such payments, with interest as aforesaid, the property hereunder 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 render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 fees actually incurred.

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 the mortgage, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the 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 entered by 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:

[illegible]

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 (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 lien or charge thereon; (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 fees for any of the foregoing shall be paid by the grantor. The foregoing provisions of this paragraph shall be not less than \$5.

the conclusive proof of the truthfulness thereof shall be not less than \$5,000. The services mentioned in this paragraph shall, by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver, be taken in possession, pointed by a court, and without regard to the time and take possession of said property, the indebtedness hereby secured, and in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, including reasonable attorney's fees and costs and expenses of operation and collection, and in such order as beneficiary may determine.

11. The entering 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 pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the order of sale or the time to which said sale may be postponed or adjourned by law. The trustee may sell said property either in parcels or in separate parcels and shall sell the same at public auction to the highest bidder for cash or in form as required by law conveyed to the purchaser. The trustee shall deliver to the purchaser a deed without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be true and correct. The truthfulness thereof may be proved by the trustee, but inclusion of the truthfulness thereof may not be a condition of purchase at the sale.

15. When the proceeds of sale to payment of (1) the expenses of sale, (2) the debts and liabilities of the trust, (3) the compensation of the trustee and a (4) trust deed, (5) to all per attorney, (2) to the obligation secured to the interest of the trustee in the having recorded and (3) to the interest of the order of their priority and the surplus, if any, to the grantor or to his successor in interest entitled to the surplus, the trustee may from time to time appoint a successor or successors

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed or named by any trustee named herein and without conveyance to the successor trustee. Upon such appointment, the trustee so appointed shall execute and deliver to the trustee named herein or to the trustee appointed by him, upon the trustee herein named or appointed hereunto, a written instrument, which instrument shall be made by and on behalf of the trustee named herein and substitution shall be made by and on behalf of the trustee so appointed, which, when properly recorded in the public records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the 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 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 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.

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 form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on Sept. 16, 1989, by

Sandra E. Reeves

[Signature]
Notary Public for Oregon
(SEAL) My commission expires: 3-22-93

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.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title
Attn: Collection Dept

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

A tract of land situated in the SE 1/4 SE 1/4 NE 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the North boundary of Balsam Drive, said point being North 0 degrees 20' East a distance of 30.0 feet and North 89 degrees 50' West a distance of 20.0 feet from the East quarter corner of said Section 12; thence North 89 degrees 50' West along the North boundary of Balsam Drive a distance of 131.6 feet to an iron pin; thence North 0 degrees 20' East parallel with the West boundary of "Cregan Park" a distance of 331.0 feet to an iron pin; thence South 89 degrees 50' East parallel with Balsam Drive a distance of 131.6 feet; thence South 0 degrees 20' West parallel with and 20 feet Westerly from the West boundary of "Cregan Park" a distance of 331.0 feet, more or less, to the point of beginning.

CODE 7 MAP 3908-12AO TL 5500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 7th day
of Sept. A.D., 19 89 at 2:20 o'clock P.M., and duly recorded in Vol. M89,
of Mortgages on Page 16837.

Evelyn Biehn, County Clerk

By Pauline Muckenthaler

FEE \$18.00