

TRUST DEED

Vol. m90 Page 16430

as Grantor, CHARLES P. & BONNIE J. WHITTEMORE, as Trustee, and
CHARLES P. & BONNIE J. WHITTEMORE

as Beneficiary,

WITNESSETH:

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

HOUSE AND LAND LOCATED AT 4304
ANDERSON, KLAMATH FALLS, ORE. 97603

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 SEVEN THOUSAND THREE HUNDRED FORTY TWO 36/100 Dollars, with interest thereon according to the terms of a promissory note dated 12/1/2003, made by the grantor herein to the grantee herein, and interest hereof, if any.

sum of SEVEN THOUSAND NINE HUNDRED 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 8-14-1985, 1985, on which the final installment of said note shall be secured by this instrument is the date, stated above, on which the final installment of said note therein is sold, agreed to be

not sooner paid, to be due and payable 8-14-1953
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.

not 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 thereon, and pay, when due, all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in enforcing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for all lien searches made 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.

4. To continuously maintain insurance on the buildings

by filing officers or securing the same by beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the said policy may from time to time require, in an amount not less than the full replacement value of the buildings, the company or companies, to whom the policy or policies are to be issued, shall be required to deliver to the beneficiary, with loss payable to the latter, a copy of the policy or policies of insurance, shall be delivered to the beneficiary of such insurance and to the grantor shall fail or any reason to prevent the beneficiary from receiving the same, the beneficiary shall have the right to cause such insurance and to the expiration said policies to the beneficiary at least fifteen days prior to the expiration of such policy or policies of insurance, or hereafter placed on said buildings, the beneficiary shall be required to procure the same at grantor's expense. The amount of such policy or policies of insurance shall be the full replacement value of the buildings covered under any fire or other insurance policy may be applied to the satisfaction of any indebtedness secured hereby and the entire amount so collected, or may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to the grantor. Such application or release shall not constitute an admission of default or of any default or invalidate any part of the mortgage herein made by the grantor.

WITNESSED my hand and the seal of said county, this 1st day of August, 1907.

County Clerk

Grantor to such notice.

to pay all

[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 fees actually incurred.

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 action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of a mortgage, to pay all costs and expenses, including attorney's fees, and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph shall be fixed by the trial court and in the event the beneficiary or trustee is ordered by the trial court and the senior further agrees to pay such sum as the appellate court shall adjudicate 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 to elect, to require that all or any portion of the monies payable right, if so elected, to require that all or any portion of the amount required for compensation for such taking, which are in excess of the amount necessarily paid or to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and incurred by grantor in such reasonable costs and expenses and attorney's fees, applied by it first upon such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; 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, within ten (10) days upon written request of 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 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 subdivision or other agreement affecting this deed or the lien or charge hereunder; (d) convey, without warranty, all or any part of the property. The grantor, if he conveys by way of reconveyance, shall be deemed to have granted as trustee thereof. If the person who receives title under this deed is a corporation, partnership, association, trust or estate, it may designate one or more persons as its authorized agents to execute documents needed to carry out its duties, provided such designation does not conflict with applicable law. Any agent so designated shall be conclusively entitled thereto," and the recitals therein of any matters of fact shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

\$_____
Notary Public
My commission expires _____

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by receiver to be appointed by the court, cause the property of grantor to be sold or otherwise disposed of, and the proceeds thereof to be applied to the satisfaction of the debt hereby secured, enter upon and take possession of said property, and the rents, profits or any part thereof, in its own name sue for and collect the same, issues and profits, including the interest on the unpaid, and apply the same, less any costs and expenses of collection and unpaid, including reasonable attorney's fees, to the satisfaction of the debt hereby secured, 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 notice of sale, or the time to which said sale may be adjourned by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels in one or more parcels in the order of the highest bid received at the auction to the highest bidder for cash, subject to the terms and conditions of the deed to be made in the form as required by law conveying said deliver to the purchaser. The trustee shall not be bound to sell any property so sold, but without any covenant or warranty, expressed or implied. The recitals in the deed of any matters of fact or law are not conclusive proof of the truthfulness thereof, and the trustee, in executing the deed, but including the truthfulness thereof, may purchase at the sale.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon the death, disability, resignation or removal of any trustee, the latter shall be vested with all title, powers and duties of the trustee, and the latter shall be deemed to have accepted such appointment upon any trustee herein named or appointed hereunder, and the instrument executed by beneficiary, and substitution shall be made by the beneficiary, and the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

which the property is situated, shall be deemed to be the act of the successor trustee. If the Trustee, accepts this trust in this deed, duly executed and acknowledged, is made a public record as provided by law, the Trustee is not obligated to notify any party hereto of pending suit and no other deed of trust or of any action or proceeding in which the 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

This instrument was acknowledged before me on 1970, by Rebecca Whittemore

Charles D. Whittemore Jr.
as POA Charles Whittemore Sr.
Notary Public for Oregon

(SEAL)

My commission expires: 3-1-91

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on 1970, by Rebecca Whittemore

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Rebecca Whittemore, 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 Rebecca Whittemore

DATED: 1970

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. 681)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

CHARLES D. WHITEMORE SR.
P.O. Box 634

Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 16th day of Aug., 1990, at 10:26 o'clock A.M., and recorded in book/reel/volume No. M90 on page 16430 or as fee/tile/instrument/microfilm/reception No. 18953 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline Muelender Deputy

Fee \$13.00