

MICHIGAN STATE LIBRARY | ITA | LIBRARY INDEX

1994-0277-000

GRANGER, TUTTLE INSURANCE CO., as Insurer,
GLENN WOOLHISER and JAMES WOOLHISER, as Beneficiaries,
175 E. LIVELY ST., MADISON, WI, as Trustee, and
THE WOOLHISER FAMILY TRUST, as Pareticiary.

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

Lots 4, 5, 7, 8 and 9 in Block 4, of FIRST ADDITION to the CITY OF CHILCOOTIN,
according to the Official Plat thereof on file in the office of the County Clerk of
Klamath County, Oregon.

TOGETHER WITH that portion of the Northwest by 1/2 of the vacated alley adjacent to Lots 8 and 9 and the Southwest by 20 feet of Lot 8.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter pertaining, and the rents, issues and profits thereof and all liabilities now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum
of FORTY THREE THOUSAND and 00/100

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 on [REDACTED] (1990) at [REDACTED].

The date of maturity* of the debt secured by this instrument is 12-31, stated above, on which the final installment or the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it, or any part thereof, to another, then, all obligations secured by this instrument, irrespective of its maturity dates expressed therein, or herein, shall become immediately due and payable. (Delete underlined clause if inapplicable.) No execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, transfer agreement, this instrument is made and delivered to protect, preserve and maintain the property in good condition and repair, not to remove or demolish any building or improvement thereon, nor to commit or permit any waste of the property.

to complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and when due all costs incurred thereon;

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the 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.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the property, against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000. Value, written in companies acceptable to the beneficiary, with loss payable in the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness accrued hereby until such order, application or notice of release of 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 here-

under or invalidate any act done pursuant to such notice, or to keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and to finally deliver receipts therefor to the 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 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 notes secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust 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 hereinabove 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, as well as any other provision herein contained.

able and constitute a breach of this trust deed.

Section 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.

14. 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 any suit for the foreclosure of this deed, 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 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 the parties hereto shall not be liable to each other for any damages arising out of the execution of this instrument.

In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bensinger shall have the right to require that all or any portion of the money payable as compensation for such taking

NOTE: The Just Dand 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 the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof; or an escrow agent licensed under ORS 656.105 to 656.125.

WARNING: U.S. law regulates this product and may prohibit exercise of its options.
The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

At any time and from time to time upon written request of the trustee, payment of its bill and presentation of the note and the note for endorsement, (a) receipt of full compensation for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the transfer of any part or all of the property; (b) join in granting any mortgage or creating any restriction thereon; (c) join in any subdivision or other agreement affecting the use or the lot or charge thereof; (d) recover, without warranty, all or any part of the property. The grants in any concession may be described as "person or persons legally entitled thereto," and the recitals of any rotefers of facts 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.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, or by agent or attorney, be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operating and collecting, including reasonable attorney's fees upon any such indebtedness secured hereby, and in such order as beneficiaries may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the payment of insurance premiums, or other amounts due under indebtedness secured thereby, and all other acts of repossessing the property.

NOTE: 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 867.553 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by rendering the performance required under the collateral or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the default or defaults.

and/or defaults, the person executing the trust deed together with trustee's fees not exceeding the amounts provided by law.

the sale may be postponed as provided by law. The trustees may sell the property either in one parcel or in separate parcels or parcels at auction to the highest bidder for cash payable at the time of sale. Trustees shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the instrument of transfer shall be different from those in the original conveyance to the ACP person, excluding the trustees, but including the trustee.

in form as required by law conveying the property so sold, the deed of any matters of fact shall be conclusive of the truthfulness thereof. Any person, excluding the trustees, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of the expenses of sale, including the compensation of that trustee and a reasonable charge by trustee's attorney, to the obligation secured by the trust deed, (3) to all persons having record title subsequent to the interest of the trustees in the trust deed as their interests may then exist, and (4) to the extent of the surplus, to the grantor or his heirs, executors, administrators, successors in interest entitled to such surplus.

the trust deed, (3) to all persons having records of the trust, and (4) to appear in the order of their priority and, (5) to the grantor or to any successor in interest entitled to such surplus.

appointed hereunder. Upon such appointment and without conveneance to do otherwise, the powers and duties conferred upon any trustee herein named or appointed hereunder, shall be made by written instrument executed by beneficiary, which when recorded in the marriage records of the county or counties in which the same is recorded, shall supersede any former appointment of the successor trustee.

made by sufficient instrument, shall be conclusive proof of proper appointment of the successor trustee.
Property is situated, shall be conclusive proof of proper appointment of the successor trustee.
Trustee accepts this trust when this deed duly executed and acknowledged and is made a public record as provided by law. Trustee
is not obligated to notify any party hereto of pending litigation and other legal or any action or proceeding in which grantor
may be involved or may be a party.

13.3 The grantor covenants and agrees to and with the Beneficiary and the Beneficiary's successor in interest that the grantor is lawfully entitled to make the conveyance herein contained and that the title to the property so conveyed is good and valid.

and the greater portion of the population are now in the condition of slaves, and the remainder are in a state of semi-slavery.

...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 the grantor's personal, family or household purposes (see Important Notice below);

(b) for business or commercial purposes.

(b) primarily for Master or Servitor, or for his family, or
(c) for an occupation, or even if servitor is a natural person) are for business or commercial purposes.
The term "beneficiary" applies to heirs, legatees, devisees, administrators, executors and guardians. The term "beneficiary" shall mean the holder and owner, including pledgee, of his contrac-

In construing this trust deed, if any word and/or phrase of trustee and/or beneficiary may each be more than one person, the same shall mean the persons or persons so described in the plural, and that generally all grammatical changes shall be construed in accordance therewith.

In construing this trust deed, it is understood that the singular number shall be taken to mean and include the plural, and that generally all grammatical changes shall be construed so as to secure the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be construed so as to secure the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

Lester Darden
LESTER DARDEN, JR., whose address is 1000 N. Highland, Salt Lake City, Utah, was born in Salt Lake City, Utah, on January 1, 1910, to LESTER DARDEN and MARY (WILSON) DARDEN.

IMPORTANT NOTICE: Please, by signing, acknowledge whatever warranty [4] is applicable. If warranty [4] is applicable and the instrument is a trademark or such term as defined in the Trademark Act and Regulation, the signature of the manufacturer or distributor is required.

as such, as well defined in the Truth-in-Security Act and Regulation M, by the
beneficiary MUST comply with the Act and Regulation M, requiring regular
disclosures; for this purpose see Slevin, New York, No. 1319, or equivalent.
CHARLOTTE A. BARDEN
RE 64-10005-548 (100-10005-548)

STATE OF OREGON, County of Klamath) ss.
March 28 199

OKLAHOMA CITY, OKLAHOMA This instrument was acknowledged before me on March 27, 1941
by the son/son-in-law of Michael James Darden and Charlotte A. Darden

by Michael James Valente on Mar 29, 1997 at Chelone, NC 28326

by Michael James McRae on September 11, 2001
as General in Report of Final Addition

1033-3 and 3, THE ONE WHICH
WAS TAKEN IN THE
CITY OF NEW YORK, ON THE
24TH DAY OF NOVEMBER, 1863.

PESSY INC.,
NOTARY PUBLIC, OREGON
COMMISSION NO. 043972

11. The following table gives the number of hours worked by each of the 1000 workers.

STATE OF OREGON, COUNTY OF Linn, STATE

Filed to record at office of Clerk of Court, March 15, 1979, at 3:25 P.M., and duly recorded in Vol. M-94
page 9506.

Debtors - Bisham County Clerk 2/1/1993