

1. **PARTIES:** In this Deed of Trust ("Deed"), the words, you, your, and yours refer to each and all of those who sign this instrument as Grantor. The words, we, us, and our refer to Beneficial Oregon Inc. d/b/a BENEFICIAL MORTGAGE CO., the Beneficiary of this Deed, whose address is 818 NW WALL STREET BEND OR. 97701

Return: The word Trustee refers to BEND TITLE CO  
whose address is 20273 REED LANE BEND OR. 97702  
You are JOHN R MAXWELL AND DEIRDRE G MAXWELL

2. **CONVEYANCE OF PROPERTY:** We have made you a loan with an Actual Amount of Loan of \$ 72500.00 together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Loan Agreement (hereafter "Agreement") that relates to your loan. The loan is scheduled to be repaid in full on 1/23/2005. To secure the prompt payment of your loan, you make this Deed on 1/17/, 1995 with Trustee and sell and convey to Trustee, with power of sale, the real property described below (hereafter "Property") in trust for us.

Property: The Property is located in the County of KLAMATH, Oregon.

The legal description of the Property is:

SEE ATTACHED

The Property is improved by buildings erected on that Property.

3. **USE OF PROPERTY:** The Property is not currently used for agricultural, timber or grazing purposes.

4. **OTHER ENCUMBRANCES:** The Property is subject to a prior encumbrance identified as follows:

Name of Lienholder NONE Type of Security Instrument: ☐ Deed of Trust ☐ Mortgage  
Date \_\_\_\_\_, 19\_\_\_\_  
Principal Amount \$ \_\_\_\_\_  
Recording Information: Date of Recording \_\_\_\_\_, 19\_\_\_\_ Book No. \_\_\_\_\_ Page \_\_\_\_\_  
Place of Recording: (check appropriate box)  
☐ Clerk of \_\_\_\_\_ County ☐ Recording Division of Records & Elections of Washington County  
☐ Director of Records and Elections of Benton County ☐ Department of Records and Elections of Hood River County  
☐ Recording Dept. of Assessments & Records of Multnomah County ☐ Department of Records and Assessments of Lane County

5. **LOAN:** You shall pay the loan according to the terms of the Agreement.

6. **TITLE:** You warrant title to the Property. To do so, you establish that you own the Property, have the right to give this Deed and are responsible for any costs or losses to us if anyone but you claims an interest in it.

7. **LIENS ON PROPERTY:** You shall not allow any type of lien, whether it be a mechanics' lien, materialmen's lien, judgment lien or tax lien, to attach to the Property.

8. **INSURANCE:** Until you pay your debt, you will insure all buildings on the Property against damage by fire and all hazards (often called "extended coverage"). If we ask, you will get insurance acceptable to us for any other risk that we may reasonably require. We will not require you to insure the Property for more than its full replacement value. You will name us on the policy to receive payment if there is a loss. You will assign and give the insurance policies to us if requested so that we can hold the insurance policies as further security for the payment of your debt. These insurance policies shall include the usual standard clauses protecting our interest.

9. **FAILURE TO MAINTAIN INSURANCE:** If you do not maintain this insurance, we can purchase it after we give you any notice the law may require. You will repay us any monies advanced to pay the premiums plus interest. This Deed secures that additional advance of monies.

10. **INSURANCE PROCEEDS:** If we receive any insurance proceeds as a result of your experiencing loss of the use of the Property and then filing a claim for that loss, we need not pay you any interest on the loss and we can (a) use the proceeds to reduce the balance of your loan, (b) pay you as much of the money as we choose for the single purpose of repairing the Property or (c) use the money for any other purpose we may require.

11. **TAXES:** You will pay all the taxes, water or sewer rates or assessments on the Property, unless we require you to pay the monies due for these items to us. If you do not pay these charges when due, we can pay them after we give you any notice the law may require. You will promptly reimburse us for any amounts we have paid together with interest on the amounts paid. This Deed secures the amounts we have paid.

12. **MAINTAIN PROPERTY:** You shall keep the Property in good condition and repair. You shall not commit any waste. Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste; (2) the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste; (3) asbestos has not been used as a building material on any building erected on the Property in the past; (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos. Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

13. **DEFENSE OF PROPERTY:** You shall appear and defend any action affecting the Property or our rights, or the powers of the Trustee. You shall pay, purchase, contest, or compromise any interest in the Property including, without limitation, encumbrances, charges or liens which in our judgment appear to be superior to this Deed. To protect our interests, we may, at your expense, pay necessary expenses, employ counsel, and pay reasonable attorney's fees. You shall, to the extent allowed by law, pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in any action where we may appear and in any legal action we bring to foreclose this Deed.

14. **ALTERATIONS OR IMPROVEMENTS:** No building or improvement on the Property will be altered, demolished or removed without our consent.

- 15. WHEN FULL AMOUNT DUE:** For any of the following reasons, we may declare the full amount of your loan due immediately:
- (a) Failure to Pay: If you do not pay any instalment on your Agreement on the day it is due.
  - (b) If you do not pay any tax, water or sewer rate or assessment when it is due.
  - (c) Failure to comply with the terms of this Deed or the Agreement.
  - (d) Repairs: If you do not keep the Property in good repair, or if it is damaged, or parts of it removed.
  - (e) Death: If you should die.
- 16. DEFAULT:** If you default in the payment of the loan or in the performance of any terms of your Agreement or in the performance of anything you agree to do in this Deed, we may foreclose this Deed, either by legal action or by advertisement and sale in accordance with the laws of Oregon.
- 17. RIGHT TO CURE DEFAULT:** You have the right to cure the default within 5 days of the date set by the Trustee as the date of sale by paying us (a) the entire amount due, (b) the actual costs and expenses we incur and (c) actual trustee's and attorney's fees as provided by Section 86.753(1)(a) of the Oregon Revised Statutes or as provided by the laws of Oregon in effect at the time of foreclosure.
- 18. SALE OF PROPERTY:** If you sell the Property voluntarily without obtaining our consent, we may declare the unpaid balance of the Actual Amount of Loan plus interest on that balance that is due and unpaid once due and payable. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the creditworthiness of the purchaser of the Property is satisfactory and (2) that purchaser, prior to sale, signed a written assumption agreement with us which contains terms we fix including, if we require, an increase in the Rate of Charge payable under the Agreement.
- 19. PRIOR MORTGAGES OR DEEDS OF TRUST:** You shall pay and keep current the monthly instalments on any prior deed of trust or mortgage and shall prevent any default of the prior deed of trust or mortgage. Should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust or mortgage, or should any suit be filed to foreclose the prior deed of trust or mortgage, you agree the amount secured by this Deed shall be due and payable in full at any time. At our option, we may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount we pay, we may become subrogated to the rights of the beneficiary or mortgagee on the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage shall bear interest at the Rate of Charge until the amount so paid is paid in full.
- 20. PREPAYMENT CHARGE:** If your loan is for a term of 84 months or more and you prepay it in full within 60 months of the Date of Loan by means other than refinancing with us, you will pay a Prepayment Charge. The Prepayment Charge is equal to 6 months' interest calculated on the Actual Amount of Loan at the Rate of Charge. If your loan has a term of 60 months, we will charge a Prepayment Charge in the same amount if you prepay the loan within the first 36 months. If your loan term is less than 60 months, you will not have to pay a Prepayment Charge.
- 21. FUTURE OWNERS:** This Deed shall be binding upon you, your heirs, personal representatives and all persons who subsequently acquire any interest in the Property.
- 22. PARTIAL RELEASE OF PROPERTY:** At your request, we may release any part of the Property from this Deed. Any release shall not affect our interest or any rights we may have in the rest of the Property.
- 23. COSTS OF RELEASE:** You shall pay all costs and expenses of obtaining and recording all releases from and of this Deed.
- 24. CHANGES IN DEED:** This Deed cannot be changed or terminated except in a writing which we sign.
- 25. SUBSTITUTION OF TRUSTEE:** If the Trustee resigns, we may appoint a Successor Trustee.
- 26. NOTICE OF DEFAULT:** We request that a copy of any notice of default and a copy of any notice of sale mailed to you also be mailed to us at the address on the front.
- 27. COPY:** You received a true copy of this Deed.
- 28. SIGNATURE:** You have signed and sealed this Deed on 1/17/95, 1995 in the presence of the persons identified below as "witnesses."

Witness \_\_\_\_\_

Witness \_\_\_\_\_

X John R. Maxwell (SEAL)  
Grantor

X Deirdre G. Maxwell (SEAL)  
Grantor

STATE OF OREGON, COUNTY OF DESCHUTES

On this 17 day of JANUARY, 1995  
before me, a Notary Public in and for said State, personally  
appeared JOHN R. MAXWELL & DEIRDRE G. MAXWELL

known to me to be the person(s) whose name(s) ARE  
subscribed to the within instrument and acknowledged to me that  
The Y executed the same.

Carol E. Doran  
Notary Public of Oregon

My Commission expires: 10-6-97  
0743 61212419

STATE OF OREGON, COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY That this instrument was filed for record  
at the request of the Beneficiary at \_\_\_\_\_ minutes past  
\_\_\_\_\_ o'clock M., this day of \_\_\_\_\_  
1995 in my office, and duly recorded in Book  
\_\_\_\_\_ of Mortgages at page \_\_\_\_\_

STATE OF OREGON,

County of Deschutes

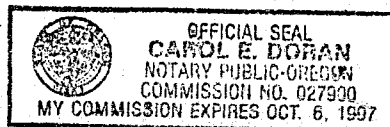
} ss.

FORM No. 23—ACKNOWLEDGMENT  
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**BE IT REMEMBERED,** That on this 17th day of January, 1995,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named JOHN R. MAXWELL AND DEIRDRE G. MAXWELL

known to me to be the identical individuals described in and who executed the within instrument and  
acknowledged to me that THEY executed the same freely and voluntarily.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed  
my official seal the day and year last above written.



Carol E. Doran  
Notary Public for Oregon  
My commission expires 10-6-97

# **EXHIBIT "A"** **LEGAL DESCRIPTION**

A parcel of land situated in Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is the Northeast corner of the Southeast quarter of the Northeast quarter of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence North 89 degrees 08' 49" West along the one-sixteenth section line 641.45 feet; thence South 1 degree 43' 00" West 331.40 feet; thence South 89 degrees 16' 52" East to the East line of said Section; thence North 1 degree 04' 49" East 329.80 feet along said East line to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 24th day  
of Jan A.D., 19 95 at 1:57 o'clock P.M. and duly recorded in Vol. M95  
of Mortgages on Page 1673  
Bernetha G. Letsch County Clerk  
By Pauline Middleton

FEE \$20.00