| FORM No. 881 - Oregon Trust Doed Series - TRUST DEED (Assignment Restricted). | 2:38 RCVD COPYRIGHT 1994 | STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204 |
|--|---|---|
| 3564 TRUST DEED | Vol. 1999 | |
| THIS TRUST DEED, made thisday of Gerald T. Bradley and Anita L. Bradle | July | , 19. 95 , between |
| Mountain Title Company of Klamath County | / | , as Grantor, , as Trustee, and |
| Motor Investment Company | | as Beneficiary, |
| WITNESSETH: | | , |
| A parcel of land situate in Section 6, Township 38 Willamette Meridian, Klamath County, Oregon, more See Exhibit "A" | Gee Exhibit "A' B South, Range particularly o | 9 Fast of the |
| together with all and singular the tenements, hereditaments and appurtenances a or hereafter appertaining, and the rents, issues and profits thereof and all fixture the property. FOR THE PURPOSE OF SECURING PERFORMANCE of each agree of ***Fifteen Thousand and 00/100*** | es now or hereafter at | tached to or used in connection with |
| Dollars, wi note of even date herewith, payable to beneficiary or order and made by gran | th interest thereon ac | cording to the terms of a promissory |
| not sooner neid to be due and nevertle AUGUST 10TH XX 20 | | o principal una interest nereot, n |

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of 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 without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition 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 the property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for tiling 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.

4. 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 \$... 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; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary and test sifteen 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 tire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of 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

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 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
promptly deliver receipts therefor to 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 beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note
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 overants hereof and for such payments,
with interest as aforesaid, the property hereinbefore 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 hereitiezer, ender all such payments that the trust deed immediately and and any and non-

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.

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 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 tees 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.

| ticiary shall have the right, if it so elects, to require that a NOTE: The Trust Deed Act provides that the trustee hereunder must be or savings and loan association authorized to do business under the law property of this state, its subsidiaries, affiliates, agents or branches, the Ur "WARNING: 12 USC 1701;3 regulates and may prohibit exercise of the "The publisher suggests that such an agreement address the issue of | either an attorney, who is an a s of Oregon or the United State lited States or any agency there als option. | ctive member of the Oregon State Bar, a bank, trust company es, a title insurance company authorized to insure title to real of, or an escrow agent licensed under ORS 696.505 to 696.585. |
|---|---|--|
| TRUST DEED | \ | STATE OF OREGON, |
| Gerald T. and Anita L. Bradley 6717 Wocus Rd Klamath Falls,Or 97601 | | I certify that the within instru- ment was received for record on the |
| Granter Motor Investment Co 531 So 6th Klamath Falls, OR 97601 | SPACE RESERVED FOR RECORDER'S USE | at |
| After Recording Return to (Name, Address, Zip): Motor Investment Co | | Witness my hand and seal of County affixed. |
| 531 So 6th Klamath Falls,OR 97601 | | NAME TITLE By, Deputy |



which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliclary and applied by it list upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneliciary; nand proceedings, and the palence 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 beneliciary, beneliciary, payment of its lees 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 necessary that is a payment of the read presentation of the deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the ingranting any eastriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereo; (d) expenses of the property; (b) present or persons legally entitled thereto; and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's conclusive proof of the truthfulness thereof. Trustee's conclusive proof of the truthfulness thereof. Trustee's conclusive proof of the property of any part thereof, in its own names use or otherwise collect the rent; proof of the property of any part thereof, in its own names use or otherwise collect the rent; payment of any indebtedness secured hereby and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may be an advantage or the property and the application

property is situated, shall be conclusive proof of proper appointment of the successor frustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before freconveyance will be made.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

| · | Ū | Hendel + | 12 naillen | |
|--|--|--|----------------------------------|-----------|
| *IMPORTANT NOTICE: Delete, by lining out, whit not applicable; if warranty (a) is applicable and as such word is defined in the Truth-in-Lending beneficiary MUST comply with the Act and Reg disclosures; for this purpose uso Stevens-Ness For If compliance with the Act is not required, disreg | the baneficiary is a creditor Act and Regulation Z, the ulation by making required rm No. 1319, or equivalent | • | naley 8 | |
| STATE OF O | REGON, County of . | |) ss. | |
| This in by Gera | strument was acknowed. T. Bradley an | Oregon Fledged before me on d Anita L. Bradley | July 28 | ., 1995 |
| This in | strument was acknow | ledged before me on | | , 19, |
| as | | | | |
| of | | | | |
| RICHA NOTARY COMMIS | FICIAL SEAL RD J. WICK/LINE ' PUBLIC-OREGON SSION NO. 037287 ON EXPIRES NOV. 11, 1998 | My commission expires | Notary Public to Nov 11, 1998 | or Oregon |
| REQUEST FOR FU | LL RECONVEYANCE (To be | used only when obligations have be | en paid.) | |
| TO: The undersigned is the legal owner ar deed have been tully paid and satisfied. You trust deed or pursuant to statute, to cancel | nd holder of all indebtedr u hereby are directed, or | ess secured by the foregoing true payment to you of any sums | owing to you under the tel | ms of the |
| together with the trust deed) and to reconve | | | | |
| held by you under the same. Mail reconveys | ince and documents to | | | |
| DATED: | , 19 | | ••••• | |

Beneficiary

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situate in Section 6, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

A parcel in the S1/2 of the SW1/4 of Section 6, Township 38 South Range 9 East of the Willamette Meridian, Klamath County, Oregon. Beginning at the SE corner of SW1/4 of Section 6, 600 feet North; thence West 834.0 feet more or less to the NE right-of-way of the old Dalles-California Highway. Thence South 49 degrees 20' East along said right-of-way 417.6 feet; thence South 43 degrees 01' East along said right-of-way 100 feet; thence South 29 degrees 32' East along said right-of-way 100.00 feet. Thence South 22 degrees 29' East 182.2 feet along said right-of-way more or less to the South boundary of Section 6 Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Thence East along said South boundary of Section 6, 324.3 feet more or less to point of beginning.

EXCEPT from the above described property, the following: All that part of Lot 2, Section 6, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point on the Northeasterly line of the right-of-way of the County road bearing North 600 feet and West 834.0 feet from the quarter corner common to Sections 6 and 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, to true point of beginning. Thence East 261.5 feet, thence Southwest at right angle to the County road, 170 feet more or less to the Northeast right-of-way of County road; thence No th 49 degrees 20' West 199.0 feet along the Northerly right-of-way of County road to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

| Filed for record at request of | Mountain Title Co | | | | the | 28th day | | |
|--------------------------------|-------------------|-----------|---------|------|-----------|----------|---|----------|
| | July | A.D., 19_ | 95 at | 2:38 | o'clock _ | P | _ M., and duly recorded in Vol | <u> </u> |
| | 0 | _ | rtcaces | | | _ on I | Page19800_ | |
| | | | 0-0 | | | | Bernetha G. Letsch, County C Annette Mueller | lerk |
| FEE | \$20.00 | | | | Ву | | annette Mueller | |