M No. 881 - Oregon Trust Deed Series - TRU	10-10-95A10:19 RC UST DEED (Assignment Restricted).	
	TRUST DEED	Vol. <u>M95</u> Page <u>~7~~7</u>
THIS TRUST DEED, m	ade thisday of	October
Klamath County Title C	ompany	, as Trustee, and
Jim Newnham and Evely	n Newnham, with full rights	s of survivorship , as beneficiary,
Grantor irrevocably gra	nts, bargains, sells and conveys to tr	rustee in trust, with power of sale, the property in
Klamath	. County, Oregon, described as:	• •
And the second of the second o	and the second control of the second of the	
	See Exhibit A attach	hed
	Jee Danie II	
the second secon		
or hereafter appertaining, and the he property. FOR THE PURPOSE OF St. Twenty Four Thous.	SECURING PERFORMANCE of each again and and no/100 Dollars, ole to beneficiary or order and made by &	s and all other rights thereunto belonging or in anywise now tures now or hereafter attached to or used in connection with reement of grantor herein contained and payment of the sum , with interest thereon according to the terms of a promissory trantor, the final payment of principal and interest hereof, if 2007
The date of maturity of in becomes due and payable. Should efty or all (or any part) of grante beneficiory's option; all philaging come immediately due and payab assignings. All unpaid To protect the security of the control of the	the grantor either agree to, attempt to, or or or's interest in felyfiffour first betterfully, this instrument, irrespective is It is the thing accused, by, this instrument, irrespective is It is the description by trantor of an earnest amounts are due and payable his trust deed, grantor agrees:	date, stated above, on which the final installment of the note actually sell, convey, or assign all (or any part) of the proposed the p
provement thereon; not to commit 2. To complete or restore p damaged or destroyed thereon, an 3. To comply with all laws, so requests, to join in executing s or requests, to join to executing s	t or perint any waste or or perint any waste or	ion any building or improvement which may be constructed, ions and restrictions aftecting the property; it the beneficiary Uniform Commercial Code as the beneficiary may require and cost of all lien searches made by filling officers or searching
agencies as may be deemed desire 4. To provide and continuous damage by tire and such other havritten in companies acceptable ficiary as soon as insured; if the gat least litteen days prior to the cure the same at grantor's expension any indebtedness secured hereby	uously maintain insurance on the building asards as the beneficiary may from time to the beneficiary with loss payable to the transport of the	igs now or hereafter erected on the property against loss of the time require, in an amount not less than \$full. Insurate latter; all policies of insurance shall be delivered to the beneficiary such insurance and to deliver the policies to the beneficiary or hereafter placed on the buildings, the beneficiary may proof the insurance policy may be applied by beneficiary upon mine, or at option of beneficiary the entire amount so collected, a shall not cure or waive any default or notice of default here.
ssessed upon or against the property is assessed upon or against the proportyly deliver receipts thereto liens or other charges payable by ment, beneficiary may, at its or secured hereby, together with the debt secured by this trust dewith interest as aforesaid, the product of the payment of the or the payment of the product of the payment of the or the payment of the product of the payment of the product of the payment of	tree from construction liens and to pay all perty before any part of such taxes, assess to be neliciary; should the grantor fail to grantor, either by direct payment or by potion, make payment thereof, and the am a obligations described in paragraphs 6 amed, without waiver of any rights arising from the period of the paragraphs of the period of the period of the beneficiary, render the beneficiary, render	Il taxes, assessments and other charges that has become past due or delinquent and so make payment of any taxes, assessments, insurance premiums providing beneficiary with funds with which to make such payount so paid, with interest at the rate set forth in the note of 7 of this trust deed, shall be added to and become a part of m breach of any of the covenants hereof and for such payments the grantor, shall be bound to the same extent that they are asyments shall be immediately due and payable without notice all sums secured by this trust deed immediately due and pay
able and constitute a breach of the form of the first seed at trustee incurred in connection with the first seed and in any suit, action or proceed to pay all costs and expenses, in mentioned in this paragraph 7 in the trial court, grantor further a	and expenses of this trust including the cos- vith or in enforcing this obligation and tru- nd any action or proceeding purporting to eding in which the beneficiary or trustee in cluding evidence of title and the beneficiar in all cases shall be fixed by the trial court- igrees to pay such sum as the appellate cou-	st of title search as well as the other tosts and expenses of the ustee's and attorney's fees actually incurred. aftect the security rights or powers of beneficiary or trustee may appear, including any suit for the foreclosure of this deer may appear, including any suit for the foreclosure of this deer may appear, including any suit for the foreclosure of this deer may appear to the trustee's attorney's fees; the amount of attorney's feet and in the event of an appeal from any judgment or decree of the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall adjudge reasonable as the beneficiary's or trustee's attorney in the security shall be security shall be security to the security shall be secured as the security shall be secure
	tion on all of the property shall be tal	ken under the right of eminent domain or condemnation, ben- tion of the monies payable as compensation for such takin
ficiary shall have the right, it	it so elects, to require	
NOTE: The Trust Deed Act provides to reavings and loan association authoroportry of this state, its subsidiaries,	hat the trustee hereunder must be either an attorne vized to do business under the laws of Oregon or ti affiliates, agents or branches, the United States or ar	ey, who is an active memoer of the dregon State of a continuous title to rethe United States, a title insurance company authorized to insure title to rethe United States, a company authorized to insure title to reason agent licensed under ORS 696.505 to 696.50 my agency thereof, or an escrow agent licensed under ORS 696.505 to 696.50
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in book/reel/volume No..... FOR page or as fee/file/instru----Jim-and-Evelyn-Newnham----RECORDER'S USE2946-Patterson-Street Klamath Falls, Oregon 97603 County affixed. After Recording Return to (Name, Address, Zip): NAME 2946 Patterson Street Klamath Falls, Oregon 97603 , Deputy



which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and applellate 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.

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 the 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 thereof; (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 truthfulners 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, by agent or by a receiver to 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 prolits, including those past

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 operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and prolits, 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 aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall its the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. 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 86.753. may cure the default or defaults 11 the default

trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, 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 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 tendering the performance required under the obligation 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 obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

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 the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee 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 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 (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, it any, to the frantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor trustee, the latter shall be vested with all title, made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which frantor, powers and duties conferred upon any trustee herein named or appointment of the successor trustee, the latter shall b

and that the grantor will warrant and lorever 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 it 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 trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS	d to make the provisions here WHEREOF, the grantor	of apply equal has executed	ly to corporations and to il this instrument the	o individuals. c day and year first above written.
*IMPORTANT NOTICE: Delete not applicable; if warranty (c as such word is defined in t beneficiary MUST comply with disclosures; for this purpose;	, by lining out, whichever warrant) is applicable and the beneficial the Truth-in-Lending Act and Reg th the Act and Regulation by m use Stevens-Ness Form No. 1319, not regulated, divergant this notice	nty (a) or (b) is ry is a creditor volation Z, the aking required or equivalent.	Robert A. Newn Robert A. Newn Cyathia I. New	Newsham ham Dewx Jam
	STATE OF OREGON,	County of	Klamath) se
	~ ,	***************************************)ss. 0ctober 9th, 1995, wrham
Add the second of the second o	i nis instrument v	'as acknowle	døed before me on	, 19,
	as			
	of			
NOTARY	FICIAL SEAL IDIE DURANT PUBLIC OREGON SION NO. 027875 EXPIRES SEP. 30, 1997	 M	Urfedu	Notary Public for Oregon
	REQUEST FOR FULL RECONVEY	ANCE (To be use	d only when obligations ha	we been paid.)
The undersigned is a deed have been fully paid trust deed or pursuant to a together with the trust dee	he legal owner and holder of a and satisfied. You hereby are tatute, to cancel all evidences d) and to reconvey, without w	all indebtedness directed, on pe of indebtedness varranty, to the	ss secured by the trust of parties designated by	ng trust deed. All sums secured by the trust ums owing to you under the terms of the deed (which are delivered to you herewith the terms of the trust deed the estate now
	, 15			
Do not lose or destroy this Trus Both must be delivered to the t preconveyance will be made	f Deed OR THE NOTE which it sec rustee for cancellation before	ures.		
200 CALL		VSSRIL S	· Pop C	Beneficiary

Exhibit A

Beginning at an iron pin in Tract 10 of DeWitt Home Tracts, which lies South 89° 44' West a distance of 1354.6 feet and South 1160.3 feet and South 89° 22' West a distance of 295.8 feet from the quarter section common to Section 7, Township 39 South, Range 9 East of Willamette Meridian, and Section 12, Township 39 South, Range 8 E.W.M. in Klamath County, oregon and running thence: Continuing South 89° 22' West a distance of 60 feet to an iron pin; thence South 126.8 feet to an iron pin on the North line of Sunnyside Drive; thence East along the North line of Sunnyside Drive a distance of 60 feet to an iron pin; thence North 127.3 feet more or less, to the point of beginning, In NW½ SE½ of Section 12, Township 39 South, Range 8 East of Willamette Meridian.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for of	record at request of	County Title Company the 10th day 10:19 o'clock A M., and duly recorded in Vol. M95
FEE	\$20.00	on Page 27227 Bernetha G. Letsch, County Clerk By Connette, Muelles