

10495 MTC 38210015  
TRUST DEED

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.  
I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_ of said County.  
Witness my hand and seal of County  
affixed.  
NAME TITLE  
By \_\_\_\_\_, Deputy.

WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
Klamath Falls, OR 97601

THIS TRUST DEED, made this \_\_\_\_\_ day of June, 19\_\_\_\_, between  
Jason A. Wilson and Jennifer L. Wilson, husband & wife  
\_\_\_\_\_, as Grantor,  
William L. Sisemore \_\_\_\_\_, as Trustee, and  
Helen Marie Campbell \_\_\_\_\_, as Beneficiary,

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in  
Klamath County, Oregon, described as:  
See attached Exhibit "A" for property description  
TOGETHER WITH: 1976 CENTE, HU, VIN14702 BGFS2153 - Plate No. X131061

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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  
the property.  
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum  
of Eighty one thousand and no/100

Dollars, with interest thereon according to the terms of a promissory  
note of even date herewith, payable to beneficiary or order six  
months after date hereof, on which the final installment of the note  
is due and payable.  
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note  
is due and payable. Should the grantor either agree to, or attempt to, or actually sell, convey, or assign all (or any part) of the prop-  
erty 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 be-  
come immediately due and payable. The exercise by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or  
assignment.

- To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain in the property in good condition and repair; not to remove or demolish any building or im-  
provement thereon; not to commit or permit any waste of the property.
  2. To complete or restore promptly and in good and lawful 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, conditions and restrictions affecting the property; if the beneficiary  
requests, to join in executing such filings, 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.
  4. To provide and continuously maintain in 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 require, with loss payable to the latter; all policies of insurance shall be delivered to the bene-  
ficiary 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 pro-  
cure the same at grantor's expense. The most current policy may determine, or at option of beneficiary the entire amount so collected,  
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 here-  
under 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 pay-  
ment, 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 obligation 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, with interest at the rate set forth in the note secured hereby, 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 beneficiary, render all sums secured by this trust deed immediately due and pay-  
able 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 brought or proceeding brought 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  
or any suit or action related to this instrument, not limited to its validity and/or enforceability, to pay all costs and ex-  
penses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this para-  
graph 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  
shall pay such sum as the trial court shall deem reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:  
8. In the event that any portion of the property shall be taken under the right of eminent domain or condemnation, bene-  
ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee must be a person 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 issue 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 696.535.  
\*WARNING: 12 USC 1701-3 regulates and limits the exercise of the power of sale by a mortgagee.  
\*\*The publisher suggests that such an agreement does the issue of the beneficiary's consent in complete detail.

... necessarily paid or incurred by grantor  
... and expenses and attorney's fees, both  
... and the balance applied to the payment  
... of such instruments as shall be necessary

b) join in granting any easement or created or the lien or charge thereof; (d) may be described as the "person or persons of the truthfulness thereof. Trustee's

either in person, by agent or by a receiver  
thereby secured, enter upon and take  
possession of, and receive the rents, issues and profits, including those past  
due, and pay the same to the receiver, and pay reasonable attorney's fees upon any  
claim made and settled on the records of title.

issues and profits, or the proceeds of fire, and the application or release thereof as done pursuant to such notice.

performance of any agreement hereunder, time shall all sums secured hereby immediately be added in equity as a mortgage or direct the trustee by any other right or remedy, either at law or by advertisement and sale, the beneficiary to sell the property to satisfy the obligation as then required by law and proceed

time prior to 5 days before the date the  
ure the default or defaults. If the default  
by paying the entire amount due at the  
ry other default that is capable of being  
n any case, in addition to curing the de-  
expenses actually incurred in enforcing  
ounts provided by law.

the notice of sale or the time to which parcel or in separate parcels and shall sell trustee shall deliver to the purchaser its deed in full and complete satisfaction of the debt, express or implied. The recitals in the deed shall be true and correct, but including the

proceeds of sale to payment of (1) the ex-attorney, (2) to the obligation secured by in the trust deed as their interests may or in interest entitled to such surplus.

named herein or to any successor trustee, the latter shall be vested with all title, appointment and substitution shall be made in the records of the county or counties in which the

public record as provided by law. Trustee  
any action or proceeding in which grantor,

or in interest that the grantor is lawfully  
may be set forth in an addendum or exhibit  
ons whomsoever.

ce coverage as required by the contract. If the collateral becomes damaged, destroyed, or lost, the insurance coverage will apply to it. The effective date of the insurance coverage will be the date the insurance policy is issued. If the insurance policy is not issued by the date of the contract, the insurance coverage will be the date of the contract. If the insurance policy is not issued by the date of the contract, the insurance coverage will be the date of the contract. If the insurance policy is not issued by the date of the contract, the insurance coverage will be the date of the contract.

ote and this trust deed are:  
below),  
mercial purposes.

atees, devisees, administrators, executors,  
owner, including pledgee, of the contract

re than one person; that if the context so  
tical changes shall be made, assumed and

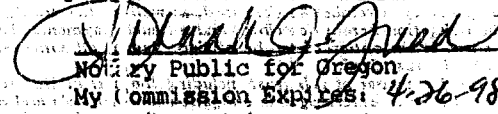
andor has executed this instrument the day and year first above written.

Wm  
Wm

52

11.  $2x^2 - 3x + 1 = 0$

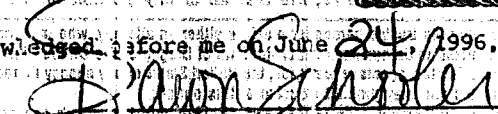
nowledged before me on June 25<sup>th</sup>, 1996, by Jason A. Wilson.



Sc

$\frac{1}{2} \log \frac{1}{2} = -0.5$

acknowledged before me on June 24, 1996, by Jennifer L. Wilson



gon  
: 12/20/98

## EXHIBIT "A"

PARCEL 1:

Beginning at the Northwest corner of the NW1/4 of the SW1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, and thence running East 104 feet; thence South 416 feet; thence West 104 feet to the West line of said Section 9; thence North along the West Line of said Section 9 416 feet to the point of beginning.

PARCEL 2:

A portion of the NW1/4SW1/4 of section 9, Township 39 South, Range 10, E.W.M. described as follows: Beginning at a point on the North line of said NW1/4SW1/4 which lies East a distance of 104.0 feet from the Northwest corner of said NW1/4SW1/4; thence continuing along said north line East a distance of 104.0 feet to a point; thence South at right angles to said North line a distance of 416.0 feet to a point; thence West, parallel to said North line, a distance of 104.0 feet to a point; thence North, at right angles to said North line, a distance of 416.0 feet to the point of beginning. Excepting that portion lying within the right-of-way of Pine Grove Road.

Also a portion of the NW1/4SW1/4 of Section 9, Township 39 South, Range 10, E.W.M., described as follows: Beginning at a point on the West line of said NW1/4SW1/4 which lies South a distance of 416.0 feet from the Northwest corner of said NW1/4SW1/4; thence East, parallel with the North line of said NW1/4SW1/4, a distance of 208.0 feet to a point; thence South, at right angles to said North line, a distance of 209.4 feet to a point; thence West, parallel with said North line, a distance of 208.0 feet, more or less, to the West line of said NW1/4SW1/4; thence North along said West line a distance of 209.4 feet, more or less, to the point of beginning.

19082

## INSURANCE COVERAGE DISCLOSURE

This insurance coverage disclosure is provided by the following lending institution/lender/seller to the following mort-  
 gage borrower/purchaser:

HELEN MARIE CAMPBELL  
 LENDING INSTITUTION/LENDER/SELLER

JASON A. AND JENNIFER L. WILSON  
 MORTGAGOR/BORROWER/PURCHASER

Address \_\_\_\_\_

Address \_\_\_\_\_

In accordance with ORS 746.201(2), the lending institution/lender/seller (referred to below as "we" or "us") hereby furnishes  
 the following notice to the mortgagor/borrower/purchaser (referred to below as "you" or "your"):

## WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may pur-  
 chase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral  
 becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later can-  
 cel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract  
 or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply  
 to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide  
 proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not sat-  
 isfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

HELEN MARIE CAMPBELL  
 LENDING INSTITUTION/LENDER/SELLER

By\* Helen Marie Campbell

Title \_\_\_\_\_

JASON A. AND JENNIFER L. WILSON  
 MORTGAGOR/BORROWER/PURCHASER

By\* Jason A. Wilson

Title \_\_\_\_\_

\_\_\_\_\_  
 LENDING INSTITUTION/LENDER/SELLER

By\* \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
 MORTGAGOR/BORROWER/PURCHASER

By\* Jason A. Wilson

Title \_\_\_\_\_

STATE OF OREGON: COUNTY OF CLATSOP: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 27th \_\_\_\_\_ day  
 of \_\_\_\_\_ June \_\_\_\_\_ A.D., 1996 at 10:10 o'clock \_\_\_\_\_ A.M., and duly recorded in Vol. M96  
 of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 19079

Bernetha G. Letsch, County Clerk

SEE \$25.00.

By Jason A. Wilson