

TRUST DEED

Douglas D. McInnis
Grantor's Name and Address
Doug. Whitsart
Beneficiary's Name and Address
Doug. Whitsart
23131 North Bon Valley Road
Klamath Falls, Oregon 97603

STATE OF OREGON,
County of
This deed and the within instrument
was received for record on the
day of
19
at
o'clock
M., and recorded in
book/journal/volume No.
and/or as file/instru-
ment/microfilm/reception No.
Record of
Of said County.
Witness my hand and seal of County
affixed.
By NAME TITLE
, Deputy.

THIS TRUST DEED, made this
Douglas D. McInnis
day of January, 1939, between
First American Title Insurance Company
as Grantor,
Doug. Whitsart
as Trustee, and
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: Lot 4 in Block 66 of Buena Vista Addition
to the City of Klamath Falls, according to the official plat thereof on file in the office of
the County Clerk, Klamath County, Oregon. Also a strip of land one foot in width along the
Westerly side of Lot 3, Block 66 of Buena Vista Addition to the City of Klamath Falls, Oregon,
and also lying entirely Westerly of a concrete retaining wall marking the line of possession
of said Lot 3 and being more particularly described as follows: Beginning at a 3/4 inch iron
pipe marking the Northwest corner of said Lot 3, thence Southerly along the Westerly line of
said Lot 3, 95.00 feet; thence Easterly at right angles to said lot line, 1.00 feet; thence
Northerly parallel to said lot line, 95.00 feet; thence Westerly 1.00 feet to the point of

beginning with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now
or hereafter appertaining, and the right, issue 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 Seventy One Thousand Five Hundred Fifty One and 91/100 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 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.

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 im-
provement 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 hereon; and pay when due all taxes, assessments, 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 file 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.
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 financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and
to file 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 maintain continuously maintained 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 full insurable
written in companies acceptable to the beneficiary, which 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 upon
the notice at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon
any indebtedness secured hereby and in such order as the 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.

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,
and other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-
ments, beneficiary may, at its option, make payment in full, and the amount so paid, with interest at the rate set forth in the note
secured hereby, together with the obligations described in paragraph 1 and 2 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,
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.
5. To pay all costs, fees and expenses of this trust including the cost of the search as well as the other costs and interests of the
trustee incurred in connection with or in enforcing this trust deed and the trustee's attorney's fees actually incurred.
6. To appear in and defend any action or proceeding brought or instituted against the beneficiary or trustee or any other person claiming
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, including but 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 6 in all cases shall be fixed by the trial court and shall be 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 fees in such appeal.
7. In the event that any portion or all 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,
NO: This Trust Deed Act provides that the trustee hereunder shall be either an attorney, who is an active member of the Oregon State Bar, or a
trustee company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a bank,
savings and loan association, or any agency thereof, or an individ-

