Vol.m. 77 Page

4664

ļŗ .

5.4 1

 2_{1}

5 2.

1

٠ŋ__

. . .

ē,

-Ĵ

C. A. C.

62)

TRUST DEED

THIS TRUST DEED, made this. 27th day of. April RALPH H. SMITH and LUCIENNE D. SMITH, husband and wife,	, 19.72 between
4303 Altamont Drive, Klumath Falls, Oregon, 97601 TRANSAMERICA TITLE INSURANCE CO. 600 Main Street, Klamath Falls, Oregon, 97601	an Transford
and United States National Bank of Oregon, 7001 3720 S. 6th St., Klamath Falls, Oregon, 97601	Branch, as Beneficiary, (Address)
Granter convers to Trustee in trust the following and the second	(nutcs),

Grantor conveys to Trustee in trust the following property not exceeding three acres inCounty, Oregon:

Lot 17, CASITAS ADDITION, Klamath County, Oregon

together with all appurtenances, and all existing or subsequently erected or affixed improvements or fixtures, all of which is collectively referred to as the Property.

Grantors * (Borrower) \$ 12,000.00 Beneficiary has loaned. which is repayable with interest according to the terms of a promissory note dated the same as this deed, under which the final payment of principal and interest is due on or before...years from date.

The term "Indebtedness" as used in this deed shall mean (a) the principal and interest payable under the note, (b) any future amounts that Beneficiary may in its discretion loan to Borrower or Grantor, together with interest thereon and, (c) any sums paid or advanced by Beneficiary to discharge obligations of Grantor as permitted under this deed, together with interest thereon.

"Insert "Grantor" or the name of the borrower if different from Grantor.

This deed is given to secure payment of the Indebtedness and performance of all obligations of Grantor under this deed, and is given and accepted on the following terms:

1. Possession and Maintenance of the Property.

S3722

28.2655

57 Fi

Ŵ

55

ω \sim μW

- Or

1. Possession and Maintenance of the Property.
1.1 Until in default, Grantor shall remain in possession and control of the Property and to the extent that the Property consists of commercial improvements shall be free to operate and manage the Property and receive the proceeds of operation. The Property shall be maintained in good condition at all times; Grantor shall promptly make all necessary repairs, replacements and renewals so that the value of the Property shall be maintained, and Grantor shall not ommit or permit any waste on the Property. Grantor shall comply with all laws, ordinances, regulations and private restrictions affecting the Property without the written consent of Beneficiary.

1.2 To the extent that the Property constitutes commercial property, Grantor shall operate the Property in such manner as to prevent deteriora-tion of the land and improvements including fences, except for reasonable wear and tear from proper use.

1.3 Upon notice to Grantor, Beneficiary may make or cause to be made reasonable entries upon the Property for the purpose of inspecting it.

1.4 If the Property is located in the State of Washington, Grantor shall not use the Property principally for agricultural or farming purposes. If the Property is not located in such state and is used as a farm or orchard, Grantor shall cultivate or otherwise operate the Property according to good husbandry.

2. Completion of Construction.

If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any improvement on the Property, the improvement shall be completed on or before six months from the date of this deed and Grantor shall pay in full all costs and expenses in connection with the work.

3. Taxes and Liens.

Section 24

3.1 Grantor shall pay before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay as due all claims for work done on or for services rendered or material fur-nished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Beneficiary under this deed, except for the lien of taxes and assessments not delinquent and except as otherwise provided in 3.2.

3.2 Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as

Beneficiary's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Beneficiary cash or a sufficient corporate survey bond or other security satisfactory to Bene-ficiary in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien.

3.3 The assessor or tax collector of the county in which the Property is located is authorized to deliver to Beneficiary a written statement of the property taxes assessed or owing at any time.

4. Insurance.

4.1. furnance.
4.1. Grantor shall carry such insurance as Beneficiary may reasonably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement for extended coverage, and such other risks as may be specified by Beneficiary including without limitation war risks. Insurance on the Property shall be carried in companies and under policies approved by Beneficiary and shall be for an amount equal to the remaining unpaid portion of the Indettedness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply with any co-insurance provision in any policy.

4.2 All policies of insurance provision in any policy.
4.2 All policies of insurance on the Property shall bear an endorsement in a form satisfactory to Beneficiary making loss payable to Beneficiary and shall be deposited with Beneficiary. In the event of loss, Grantor shall immediately notify Beneficiary, who may make proof of loss if it is not made promptly by Grantor. Proceeds shall be paid directly to Beneficiary who may compromise with any insurance company and make a final settle-ment which shall be binding upon Grantor. Beneficiary may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration or repair of the Property.

4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Grantor.

4.4 In the event the Property has been submitted to unit ownership pursuant to the Oregon Unit Ownership Law, ORS 91.505 to ORS 91.675, or pursuant to any similar law of any other state, the insurance described in paragraph 4.1 may be carried by the association of unit owners in Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Beneficiary.

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an atlanney, who is an active member of the Oregon State Bar, u back, trust company or savings and loan association authorized to do business under the lows of Oregon or of the United States, or a title insurance company authorized to insure title to read property under the provisions of ORS Chapter 728, its subsidiaries, affiliates, agents or branches. 91-1662 10/71

5. Reserves; Mortgage Insurance Premiums.

Real Carting

5. Reserves: Morigage insurance irrensions.
5.1 Beneficiary may require Grantor to maintain reserves for payment of taxes (including special assessments and other charges against the Property by governmental or quasi-governmental bodies) or premiums on insurance or both. The reserves shall be created by payment each month to Beneficiary of an amount determined by Beneficiary to be sufficient to produce, at least 30 days before they are due, amounts equal to or in excess of the taxes or insurance premiums to be paid. If at the time that payment are to be made the reserve for either taxes or insurance premiums is faultheling, Grantor shall upon demand pay such additional sum as Heneficiary shall determine to be necessary to cover the required payment.
5.2 If Beneficiary carries insurance covaring the repayment of all or

5.2 If Boneficiary carries insurance covering the repayment of all or any part of the Indebtedness, the premiums for such insurance shall be paid by Grantor, and Beneficiary may require Grantor to maintain a reserve for such purpose in the same manner as for taxes and insurance.

for such purpose in the same manner as for taxes and insurance. 5.3 If Grantor desires to carry a package plan of insurance that in-cludes coverage in addition to that required under this deed, licenticitary may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and Beneficiary may permit Grantor to furnish a certificate of insurance rather than deposit the policy as required in 4.2. If at any time Beneficiary holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, Beneficiary may, at its discretion pay only that portion of the premium attributable to the required insurance coverage. Beneficiary may from time to time estab-lish reasonable service charges for the collection and disbutisement of premiums on package plan insurance.

6. Expenditures by Beneficiary.

6. Experiations by Beneficiary. If Grantor shall fail to comply with any provision of this deed, Beneficiary may at its option on Grantor's helialt take the required action and any amount that it expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest at the rate of ten percent per annum from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of the default, and Beneficiary shall not by taking the required action cure the default as as to bar it from any remedy that it otherwise would have had.

7. Late Payment Penalty.

If any payment under the note is late by 15 days or more, the Beneficiary may charge a penalty up to two cents for each dollar of payment so in arrears to cover the extra expense involved in handling delinquent pay-ments. Collection of a late payment charge shall not constitute a waiver of or prejudice the Beneficiary's right to pursue any other right or remedy available on account of the delinquency.

8. Warranty; Defense of Title.

8.1 Grantor warrants that he holds merchantable title to the Property in fee simple free of all encumbrances other than these enumerated in the title policy, if any, issued for the benefit of Beneficiary in connection with this transaction and accepted by Beneficiary.

8.2 Subject to the exceptions in 8.1 above, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Granos's title or the interest of Beneficiary or Trustee under this deed, Grantor shall defend the action at his expense.

9. Condemnation.

9.1 If all or may part of the Property is condemned. Beneficiary may it its election require that all or may portion of the net proceeds of the available applied on the Indefections. The net proceeds of the available beam the available partment of all responsible costs, ergennes and attac-neys' free zerossarily paid or incurred by Genetics, Beneficiary and Transe in connection with the condemnation.

92. If my proceedings in condemnation are fired. Generate that imply that spoil stops as may be necessary to defend the tenate and geomotic the swirt

13. Imposition of Tax by Seate.

111 The following shall commune state times is which this per-grad modes:

A specific the specific the specific function of an any part of the Indefinedness secured by a need of runs.

3) A membrary of 1 set if your, 3) A membrary of a grante which the tappager a nuturened se control at benut from parameters in the indencedness secures by a feed if your.

i. A test of a test of true diargeshie against the leveloust of the bodies of the tone sectors.
 i. A mentile test on all or any particle of the hoterastness or so partners of orthogonal and more true of a granter.

ULI I my suite and a which this paragram myles a character a semicar n the tank of this level of limit, this shall have the same of as a remain million provide any or all of the venetics we are $n \neq n$ the event of a remain measure in fully multitans are no metica mal framer ner avoid per he un e charge masset of he sate mm met

Found person or offers to per the art or change either Modewe after notice from Jeneficiary that the art law has been starter.

T. Present and Chilipations of Trusters

「「「「「「「「「「」」」」」」

(h) is multion of all moves of Examples standing as a matter of see Examples shall have the power of new the following scient with ranges to the Jonnetty mont the remark of Jenerican's not fermion

a. Comme a neuronation and ling of a neuron of the Property, neuroday we testimation of streets of stars in the public.

is: Jomie in granting air instants a grating my restition in the Francess

C

4665

1

n.

の方法では

Service State

317 ્રેસ્ટ

20

a

ĥ

(c) Joining in any sub-orthination or other agreement affecting this deed or the interest of Beneficiary under this deed. (d) To sell the Property as provided in Paragraph 10.1 (b) of this deed.

11.2 Trustee shall not be obligated to notify any other party of a pending safe under any other deed of trust or lien, or of any action or proceeding in which Granton, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustees.

12. Transfer by Grantor.

AT PRIMA

12. Frantier by Granuer. 12.1 Granter shall not, without the prim written consent of Bonefi-ciny, transfer Granter's Interest in the Property, whether or not the Trans-ferce assumes or agrees to pay the Indebtedness. If Granter or a prospective Transferce applies to Beneficiary for consent to such a transmittion, Bran-ferlary may require such Information concerning the Transferce as would normally be required from a new loss applicant. Beneficiary as would normally withhuld its consent.

12.2 As a condition of its consent to any transfor, flencificlary may in its discretion impose a service charge not exceeding one percent of the original amount of the Indolatedness, and may increase the inforest rate of the indeletedness by not more then one percent per anoma, in which can Beneficiary may increase the amount of each remaining installment so that the indeletedness will be fully paid by the original maturity date.

12.3 No transfer by Grantor shull relieve Grantor of Holdity for payment of the Indebtedness. Following a transfer, Beneficiary may agree to any extended of these for payment or modification of the torns of this dead or the promissory note or wrive any right or remedy under this dead or the promissory note wrive any right or transfer, for heat or the notice, presentment and protest with respect to the Indebtedness.

13. Security Agreement), Fluencing Statements,

13.1 This Instrument shall constitute a security agreement with respect to any personal property included within the description of the Property.

13.2. Grantor shall join with Benchchary in according time to more financing statements under the Uniform Communical Code and shall the the statements at Grantar's exposes in all public obscie where thing is required to perfect the security interest of Handbelary in any personal property under the Baiform Commercial Code.

14. Reconveyance on Full Performance.

15. Reconvergence on Full Forthermanner. If Granter pays all of the Indebitedness when due and atherwise per-forms all of the obligations imposed upon Granter under this instrument and the promissory rate evidencing the indebitedness, Reacherbury shall execute and deliver to Trustee a request for full reconvergence and shall execute and deliver to Granter suitable statements of termination of any instrument on file evidencing Benchmary's accusity interest in personal property. The reconvergence for required by law shall be paid by Granter.

15. Default.

The following shall constitute events of default

154 Vailare of Grantes to pay any particular the Indefidedness when it is due.

15.2 Failure of Granter within the time required by this dead to make any payment for tares, inscissore, or montpage inscissor grant one to reserve for such pryments, or any other payment necessary to grant has bling of or datharys of any lise.

Via Directivere, termination of existence, incomency, invidend to: are appreciated at a new instance of existence in programs of an income a for the instant of a new instance in an instancement of any proceeding solver way backetsyng in continence part of a syntax, foresco.

suffer any backet sprey to conduction prove by the applicate for the second structure of the terms of the terms of the term of the terms of terms of terms of the terms of the terms of more the territ.

1.1.1. Future of Lemma is perform my other stringmine under the best estim th have ther monor of estima antica from hometochery open. Afting the billings

I. Rights and Romodies on Intents.

£ .

IL Cost in securities of my come of televity and a my time the securities. Insecurities may consider my one of uncertainty of the

A. Open the securitizes is any soon is because on the definition of the intervence. Beneficiants may exercise mis one of the definition of the intervence. A The fifth of the solution is taken to Contract to tecture the entities interventies mineralized the mit securitizes in the solution is taken to the foreign of the formation in the interventies of the formation of the interventies in the securities and the formation is solution in the solution of the formation in the interventies and the mit point of the formation is solution of the formation of the interventies with applicable and the formation in the interventies of a security of the formation of the interventies of a security of the formation (allow the formation of the interventies of the formation (allow formation) of the formation of the interventies of the formation (allow formation). The form end period interventies of the formation in the formation of the proceeds over not show formation of the formation of the proceeds over not done formation of the formation of the formation of the formation of the proceeds over not done formation of the form of the formation of the formation of the proceeds over not done formation of the form of the formation of the formation





39,89

(e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(

-

1

£ 7

(f) In the event Grantor remains in possesion of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Prop-erty and shall pay while in possession a reasonable rental for use of the Property.

(g) If the Property has been submitted to unit ownership as described in 15.4 above, Grantor hereby grants to Beneficiary irrevocably a power of attorney to vote as it may see fit, if Beneficiary chooses to do so, or any matter which may come before the members of the association of unit owners. This power of attorney, although given contemporaneously herewith, may be exercised by Beneficiary only after default hereunder by Grantor.

(h) Any other right or remedy provided in this deed or the promissory note evidencing the Indebtedarss.

16.2 In exercising its rights and remedies Beneficiary shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and reliain from selling other portions. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property.

16.3 Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

16.4 A waiver by either party of a breach of a provision of this agree-ment shall not constitute a waiver of or prejudice the party's right other-wise to demand strict compliance with that provision or any other provi-sion. Election by Beneficiary to pursue any remedy shall not evolude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this deed after failure of the Grantor to perform shall not affect Beneficiary's right to declare a default and exercise its temedies under this Paragraph 16.

4666

de la compañía de la

ij

20 نبر: ۱

5 C

default and exercise its remedies under this Paragraph 16. 16.5 In the event suit or action is instituted to enforce any of the terms of this deed, Beneficiary shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorneys' frees at trial and on any appeal. All reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the court action is involved, shall become a part of the Indehtedness payable on demand and shall bear interest at the rate of ten percent per annum from the date of expenditure until repaid.

17. Notice.

Any notice under this deed shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or cetti-ied mail directed to the address stated in this deed. Any party may change the address for notices by written notice to the other parties.

18. Succession; Terms.

13.1 Subject to the limitations stated in this deed on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trusters, this deed shall be binding upon and inure to the benefit of the partics, their successors and assigns.

18.2 In coestruing this deed the term deed shall encompass the term scentrity agreement when the instrument is being construed with respect to any personal property.

17

	- Rulfk al frult	
	North H. Chilling	
INDIVIDUAL ACKNOWLEDGEMENT	CORPORATE ACKNOWLEDGEMENT	- 12-10 B
STATE OF OREGON, County of	STATE OF OREGON, County of	
Aperil 27		G. Marke
Personally appeared the above-named <u>BAL, H. F. GERTH</u>	Personally appeared, and , who, bring sworn, stated	
ani MCIMER P. GUTH, huseni ani wife,	that he, the said	1. N
and acknowledged the foregoing instrument to bethe im-	is a	
Before mer for for the State (SEAL)	Before me : 	
Notary Public for Oregon My commission expires: Empil 19, 1972	Notary Public for Oregon My commission expires:	
REQUEST FOR FU	LL RECONVEYANCE Silgcrion's have been paid.	
STATE OF ORLGON: COUNTY OF KLAMATH: 3	λ.	
Filed for record at request of TRAF all 0.104 1		P
this 2nd dry of MaY A. D., 1972 c	at 2;52 o'clock AM., and duly recorded in	
Vol. M 72 , et MORIGAGES . •	n Page 4664	
File \$6.00	By Alasel Lingson	· · · · · · · · · · · · · · · · · · ·
	By (Title)	
	Y Thursday and the second seco	
a start and a start and an mur start which is secures. Both m	nut he delivered to the trustee for tantellation before reconveyance will be made.	40