

K-31236

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U.S. Creditcorp

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DEED OF TRUST

Eugene, Oregon

Date: November 17, 1978

Grantor ("Owner"): Sherman G. Sunitsch and Bonnie J. Sunitsch, husband and wife
Address: 3520 Hope, Klamath Falls, Oregon 97601

Trustee: Klamath County Title Co.

Beneficiary ("Lender"): U.S. CREDITCORP, an Oregon Corporation,
Address: 32 Oakway Mall, Eugene, Oregon 97401

Eugene

Branch

1. Owner irrevocably grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the following "Property" in Klamath County, State of Oregon, including all improvements now and hereafter erected thereon:

A tract of land situated in Lot 16, Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at an iron pin on the East bank of Agency Lake, said point also being West a distance of 972.0 feet and North 0° 14' East a distance of 80.0 feet from the Southeast corner of Lot 16; thence East 315.0 feet; thence South 0° 14' West 80.0 feet; thence West 288.0 feet along the South line of said Lot 16 to the East bank of Agency Lake; thence Northerly to the point of beginning.

The Property is not currently used for agricultural, timber or grazing purposes.

2. This Deed of Trust ("Trust Deed") secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note") signed by Sherman G. Sunitsch and Bonnie J. Sunitsch ("Borrower") which is payable to Lender. The Note is dated November 17, 1978, and the original Loan Amount is \$ 14,000.00. The interest rate charged on

☒ a. 16.0% per year on the unpaid part of the Loan Amount.
☐ b. 7.000000% per year on the unpaid part of the Loan Amount that is not over \$300,
and 10.000000% per year on the unpaid part of the Loan Amount that is over \$300 but not over \$1,000,
and _____ % per year on the unpaid part of the Loan Amount that is over \$1,000 but not over \$5,000.

The scheduled payments on the Note are: 180 monthly payments of at least \$ 205.62, until the entire Loan Amount, with interest, is paid; the first payment is due on December 21, 1978 and the final payment of the entire unpaid Loan Amount, with interest, is due on the maturity date, which is November 21, 1993; or

Lender may without notice renew or extend the Note, and this Trust Deed shall secure all such extensions and renewals, whether or not the extensions and renewals are longer than the original period of the Note.

3. Owner agrees to perform all acts necessary to insure and preserve the value of the Property and Lender's interest in it, including but not limited to the following acts:

3.1 Owner will keep the Property in good condition and repair. Unless Lender expressly waives the requirement in writing, Owner will insure the Property by policies payable to Lender, and Lender's loss payable endorsement, for fire and extended coverage, and also against all other risks as Lender may lawfully require. The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan, despite the effect of any co-insurance clause. Owner will provide Lender with proof of such insurance satisfactory to Lender. Lender may examine and inspect the Property at any time.

3.2 Owner will not sell or otherwise transfer any interest in the Property, or offer to do so, without Lender's written consent.

3.3 Owner will pay all taxes, assessments, liens and other encumbrances on the Property which might take priority over this Trust Deed when they are due.

4. If Owner fails to perform any of the agreements made in Section 3, Lender may pay for the performance of the agreement and add the cost to the Loan Amount, on which interest is calculated. Owner will pay Lender the costs immediately or in increased payments, whichever Lender demands.

5. The following are events of default under this Trust Deed:

5.1 The promised payment amounts on the Note are not paid by the promised payment dates, or there is a failure to perform any agreement in the Note.

5.2 Owner fails to perform any of the agreements made in Section 3 whether or not Lender has paid for the performance of the agreement.

5.3 There is a default under any other agreement which secures the Note.

5.4 Any signer of this Trust Deed or any signer of the Note misrepresented or falsified any material fact in regard to either the Property, the financial condition of any signer of the Note or any guarantor or surety for the Note, or the application for the loan evidenced by the Note.

5.5 The Property is damaged, destroyed, sold, levied upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Trust Deed, any signer of the Note, or any guarantor or surety for the Note, becomes insolvent, makes an assignment for creditors or is the subject of any bankruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the Note or this Trust Deed, or is a guarantor or surety for the Note, dissolves or terminates its existence.

6. After default, Lender may take any one or more of the following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the unpaid Loan Amount at the rate of interest specified in Section 2 above.

6.2 Lender may declare the entire unpaid amount owed on the loan, including interest, to be due and payable immediately.

6.3 Lender may, with respect to all or any portion of the Property, exercise the right to foreclose this Trust Deed.

6.3.1 In accordance with applicable law, Lender may proceed to foreclose this Trust Deed by advertisement and sale, or foreclose this Trust Deed by suit in equity in the manner provided by law.

6.3.2 If Lender forecloses by advertisement and sale, Lender or the Trustee shall execute and record its written notice of default and its election to sell the Property to satisfy the amount owed on the Note, whereupon the Trustee shall fix the time and place of sale, give notice thereof, and otherwise proceed to foreclose this Trust Deed by advertisement and sale in the manner provided by applicable law.

6.3.3 If proceedings are commenced to foreclose this Trust Deed by advertisement and sale then, prior to five days before the date set by the Trustee for the sale, the Grantor or other person so privileged by applicable law to pay to Lender the entire amount then due under the Note and this Trust Deed, other than such portion of the principal as would not then be due had no default occurred, and thereafter, in which event all foreclosure proceedings shall be dismissed by the Trustee.

6.3.4 If Owner fails to cure the default as provided in 6.3.3 above, the Trustee may sell the Property either in whole or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. The Trustee shall deliver to the purchaser its deed in form as required by law conveying the Property so sold, but without any covenant of warranty, express or implied. Any person, excluding the Trustee but including Owner and Lender, may purchase at the sale.

6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property and collect the rents from the Property, provided the Property is not the farm lands or homestead of Owner. Lender shall be entitled to the appointment of a receiver, whether or not the apparent value of the Property exceeds the amount that is owed on the Note and this Trust Deed. The receiver shall serve without bond if the law permits.

6.5 Owner will be liable for all costs and disbursements Lender may be entitled to, by law, in connection with any suit, or proceeding, to collect any amount owner owes, or to foreclose upon the Property.

6.6 If Lender refers the Note or this Trust Deed to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including for appeals.

6.7 Prior to a sale of the Property by the Trustee under a judicial foreclosure, Lender may sue for and recover from Borrower the amount owing under the Note.

7. The rights of Lender under this Trust Deed are in addition to Lender's rights under any other agreements or under the law. Lender may use any combination of those rights.

8. Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address stated in this Deed of Trust. Except in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonable notice.

9. Lender may require Owner to perform all agreements precisely and on-time, even if Lender may at other times have given Owner extra time or may not have required precise performance.

10. When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the Property to Owner. Trustee shall reconvey the Property without warranty and without charge to the person legally entitled thereto. However, such person shall pay all fees for filing the reconveyance.

11. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed, Owner shall promptly take such steps as may be necessary to defend the action and obtain the award.

12. Special provisions (if any):

Sherman G. Sunitich
Sherman G. Sunitich
Bonnie J. Sunitich
Bonnie J. Sunitich

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

November 17, 1978

Personally appeared the above-named Sherman G. Sunitich and Bonnie J. Sunitich

and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Notary Public for Oregon
My commission expires: 4-16-79

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of _____

Personally appeared _____, 19____

and that he, the said _____, who, being sworn, stated that he, the said _____ is a _____ and he, the said _____ is a _____ of _____ Grantor corporation and that the seal affixed hereto is its seal and that this Deed of Trust was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:
Notary Public for Oregon
My commission expires: _____

REQUEST FOR CONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust, have been paid in full. You are hereby delivered hereby, and to reconvey, without warranty, all the estate entitled thereto.

Date _____

After reconveyance, please send all documentation to:

STATE OF OREGON; COUNTY OF KLAMATH;

I hereby certify that the within instrument was recorded on November A.D., 1978 at 2:27 o'clock of Mortgages on Page 26205

FEE \$6.00

After recording return to:

U.S. Credit Corp
32 Dakota Mall
Eugene, OR 97401

CONVEYANCE

Said note or notes, together with all other indebtedness of Trust, said note or notes and this Deed of Trust, which are held by you under this Deed of Trust to the person or persons legally entitled thereto.

S. Creditcorp

D. MILNE, County Clerk

Benecha Helich Deputy

and filed for record on the 20th day of _____ M., and duly recorded in Vol. M78