

64293

TRUST DEED

Vol. ^M 79 Page 6266

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 15, Block 2, Tract No. 1120, SECOND ADDITION TO EAST HILLS ESTATES,
in the County of Klamath, State of Oregon.

16021 DERD

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THREE THOUSAND AND NO/100s Dollars, with interest

thereon according to the terms of a promissory note of even date herewith, payable to beneficiary, _____, 19____, principal and interest hereof, if not sooner paid, to be due and payable _____, on which the first installment of said note

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed, and pay when due all costs incurred therefor.

destroyed thereon and pay when due all costs incurred therefor.

The beneficiary shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, it shall join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for the same in full from the proceeds of 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.

The beneficiary shall also maintain insurance on the buildings

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as they are issued, and if the grantor shall fail for any reason to procure the same within fifteen days prior to the expiration of any policy then in force, the beneficiary at least fifteen days prior to the expiration of any policy then in force now or hereafter placed on said buildings, shall have the right to procure the same at grantor's expense. The amount of any policy then in force now or hereafter placed on said buildings shall be collected under any life or other insurance policy may be applied to the beneficiary upon any indebtedness secured by the said policy, and such other or beneficiary may determine, or at the option of the beneficiary the entire amount so collected, or any part thereof may be released to grantor. Such application or release shall not be made until the beneficiary has been notified in writing of the same, and the beneficiary shall waive any default or notice of default hereunder or invalidate any such application or release if not made pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of such taxes, assessments, insurance premiums, liens and charges payable by grantor, either by direct payment or by tendering beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, and the grantor shall reimburse said beneficiary with interest at the rate set forth in the note secured by this deed, together with the obligations described in paragraph 4 of this deed, shall be added to and become a part of the debt secured by this trust deed, without any need for a separate promissory note. The grantor covenants heretofore described, as well as the grantor, shall be bound to pay the taxes, assessments and other charges payable by grantor herein so far as they are bound for the payment of such taxes, assessments and other charges, and all such payments shall be immediately due and payable without notice, and the nonpayments shall be immediately due and payable and render all sums due by this trust deed immediately due and payable and shall 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. and defend any action or proceeding purporting to

7. To appear in and defend any action or proceeding purporting 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 the foreclosure of this deed, to pay any and all amounts due, including evidence of title and any other amounts due to the lender, including any sums mentioned in this paragraph 7, in all cases shall be binding on the beneficiary and in the event of an appeal from such sums as the lender, by the trial court and in the event of an appeal from such sums as the appellate court shall determine to be reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

In the event that any portion or all of said property shall have been taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses, attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by grantor toward any reasonable costs and expenses and attorney's fees, both in trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the account of beneficiary 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.

Beneficiary further requests that

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

(c) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join or charge subordination or other agreement affecting this deed or any part or parts thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance shall be described as the "person or persons legally entitled to the property." The recitals therein of any matters or facts shall constitute prima facie evidence of the truth of the same. The grantee shall execute and acknowledge such instruments and do such acts as may be necessary to give full and complete effect to the provisions of this deed. The trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, 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 aforesaid, 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 his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described debt or obligation is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed by advertisement as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed by advertisement as a mortgage or direct the trustee to foreclose by advertisement as a mortgage and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded a notice of default and his election to sell the said secured real property to satisfy the obligations secured hereby, whereupon the trustee shall fix 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 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale under ORS 86.740 to 86.795, then after default at such sale, the grantor or other person so privileged by law to sell the real estate prior to five days before the date set by the ORS 86.760, may pay to the beneficiary or his successors in interest under ORS 86.760, the entire amount then due under the obligation secured by the deed and the entirety of the costs and expenses actually incurred in the foreclosure proceedings, including attorney's fees not exceeding \$50 each) other than such portion of the proceeds as would have been due had no default occurred; provided, however, that if the time and place of the sale shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee shall sell the said property either in one parcel or in several parcels and shall sell the parcel or parcels at 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. No warranty, express or implied, the property so sold, but without any covenant or warranty, express or implied. The result of the sale and all matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. Notwithstanding herein, trustee

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 for a reasonable charge by trustee's attorney, (2) to the obligations secured by the trust deed, (3) to all persons having recorded claims against the trust property in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee is or may be a party. No proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, 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 insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever 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, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

March 19, 1979
Personally appeared the above named Anthony M. Skarbic & Patricia Skarbic

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

(OFFICIAL SEAL) B. Susan C. Latke
Notary Public for Oregon
My commission expires: 11/1/82

STATE OF OREGON, County of _____) ss.

_____, 19____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

_____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon
My commission expires: _____

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUD. CO., PORTLAND, ORE.

IN THE COUNTY OF _____

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO _____
VILLAGE M. SKARBIC SU
AND A. SKARBIC DEED

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 20th day of March, 1979, at 10:59 o'clock A.M., and recorded in book M79 on page 6266 or as file/reel number 64293, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk _____ Title
By Berntha D. Petch Deputy

Fee \$6.00