

69828

## TRUST DEED

THIS TRUST DEED, made this

3rd day of May

1979

between

JACK M. TUCKERMAN & BARBARA J. TUCKERMAN, as Grantor,  
TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY  
SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE 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 6 in Block 42 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8,  
1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto 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 said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTY THREE  
HUNDRED 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 May 15 19 90

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. In the event  
the within described property, or any part thereof, or any interest therein is sold, conveyed, assigned or alienated by the grantor without first having  
obtained 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 become immediately due and payable.

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair;  
not to remove or demolish any building or improvement thereon; not to commit or  
permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner 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, covenants, conditions, and  
restrictions affecting said 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 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 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 than

the beneficiary with loss payable to the latter; all policies of insurance shall be delivered  
to the beneficiary as soon as insured; if the grantor shall fail for any reason to  
procure any such insurance and to deliver said policies to the beneficiary at least  
fifteen days prior to the expiration of any policy of insurance now or hereafter  
placed on said buildings, the beneficiary may procure the same 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 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 hereunder or invalidate any act done 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  
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 payment, 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 obligations 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, without waiver of any rights arising from breach of any of  
the covenants hereof 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 payable 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 this obligation.

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 any suit for the  
foreclosure of this trust deed, to pay all costs and expenses, including evidence of title and  
the beneficiary's or trustee's attorney's fees provided, however, in case the suit is  
between the grantor and the beneficiary or the trustee then the prevailing party shall  
be entitled to the attorney's fees herein described; the amount of attorney's fees  
mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the  
appellate court if an appeal is taken.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the  
right of eminent domain or condemnation, or both, the grantor 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 and attorney's fees necessarily paid or incurred by grantor in such  
proceedings, shall be paid to beneficiary and applied by it first upon any reasonable  
costs and expenses and attorney's fees, both in the trial and appellate courts,  
necessarily paid or incurred by beneficiary in such proceedings, and the balance  
applied upon the indebtedness secured 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.

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 reconveyance, for cancellation), without affecting the liability of any  
person for the payment of the indebtedness, trustee may (a) 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 in any subordination or other agreement affecting this  
debt or the lien or charge thereof; (d) reconvey, without warranty, all or any part of  
the property. The grantee in any reconveyance may be described as the "person or  
persons legally entitled thereto," and the recitals therein of any matters or facts shall  
be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services  
mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time with  
due notice, either in person, by agent or by a receiver to be appointed by a court, and  
without regard to the adequacy of any security for the indebtedness hereby secured,  
enter upon and take possession of said property or any part thereof, in its own name  
or otherwise collect the rents, issues and profits, including those past due and  
unpaid, and apply the same, less costs and expenses of operation and collection,  
including reasonable attorney's fees subject to paragraph 7 hereof upon any  
indebtedness secured hereby, in such order as beneficiary may determine.

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 real property is currently used for agricultural, timber or grazing purposes,  
the beneficiary may proceed to foreclose this trust deed in equity, 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 its election may proceed to foreclose this  
trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed  
by advertisement and sale. In the latter event the beneficiary or the trustee shall execute  
and cause to be recorded his written notice of default and his election to sell the said  
described real property to satisfy the obligations secured hereby, whereupon the  
trustee shall fix the time and place of sale, give notice thereof as 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 then  
after default at any time prior to five days before the date set by the trustee for the  
trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the  
beneficiary or his successors in interest, respectively, the entire amount then due,  
under the terms of the trust deed and the obligation secured hereby (including costs  
and expenses actually incurred in enforcing the terms of the obligation and trustee's  
and attorney's fees not exceeding \$50 each) other than such portion of the principal  
as would not then be due had no default occurred, and thereby cure the default, in  
which event all foreclosure proceedings 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 may sell said property either in one  
parcel 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. Trustee shall deliver to the  
purchaser its deed in form as required by law conveying the property so sold, but  
without any covenant or warranty, express or implied. The recitals in the deed of any  
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.

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 and a reasonable charge by trustee's attorney, (2) to the  
obligation secured by the trust deed, (3) to all persons having recorded liens  
subsequent to the interest of the trustee in the trust deed at their interests may  
appear 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.

16. For any reason permitted by law beneficiary may from time to time appoint  
a successor or successors to any trustee named herein or to any successor trustee  
appointed hereunder. Upon such appointment and without conveyance to the  
successor trustee, the latter shall be vested with all title, powers and duties conferred  
upon any trustee herein named or appointed hereunder. Each such appointment and  
substitution shall be made by written instrument executed by beneficiary, containing  
reference to this trust deed and its place of record, which, when recorded in the  
office of the County Clerk or Recorder of the county or counties in which the  
property is situated, shall be conclusive proof of proper appointment of the successor  
trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged  
and 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 shall be a party unless such action  
or proceeding is brought by trustee.

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 titled thereto

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.

7213-1369