

TS

3625

**TRUST DEED**

Vol. 280 Page 7730

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WITNESSETH:

WITNESSETH:  
in Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
Klamath County, Oregon, described as:

Lot 101, First Addition to Casitas, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.  
Subject to contracts and/or liens.

Subject to contracts and/or liens for irrigation and/or drainage, and subject to reservations and restrictions of record, and easements and rights of way of record and those apparent on the land.

Subject to liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.

Subject to rules, regulations and assessments of South Suburban Sanitary District.

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 Nineteen Thousand Eight Hundred and no/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 on 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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be 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 firm 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 perils as said policy may from time to time require, in companies acceptable to the beneficiary, with a full insurable value in all policies of insurance shall be delivered to the beneficiary as soon as issued, and if the grantor shall fail for any reason to procure any such insurance and to the said policies to the beneficiary at least fifteen days prior to the expiration of the term of the insurance now or hereafter placed on said buildings, the beneficiary may procure the same and expense the amount thereof, collected under any fire or other insurance policy may be paid to the 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 not due or waived or released, or 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 from the trust fund shall be paid, the grantor shall and promptly deliver receipts therefor to the beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens and 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, upon payment thereof, and the amount so paid, with interest at the rate set forth in paragraph 6 hereof, 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 grantor, 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 with interest thereon. The payment therefor shall, at the option of the beneficiary, under all circumstances, by this trust deed immediately due and payable and constitute a lien in favor of the beneficiary.

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.

To appear in and defend any action or proceeding purporting to affect the validity of the rights or powers of beneficiary or trust, and in any suit, action or proceeding in which the beneficiary or trustee may appear in support of the foreclosure of this deed, to pay all costs and expenses, in and out of court, of the beneficiary's or trustee's attorney's fees, the cost of the attorney's fees incurred by the beneficiary or trustee shall be paid by the trial court and in the event of an appeal from any judgment or order of the trial court, Grantor further agrees to pay such sum as the appeal court may determine to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

*It is mutually agreed that:*

It is mutually agreed that:

A. In the event that any portion of all of said property shall be taken into the night of removal, the said condemnation, beneficiaries shall have the right, if it so selects, to require that all of said property be paid for by the condemnation for such taking, which are in excess of the amount actually paid for all reasonable costs, expenses and attorney's fees necessarily paid or incurred by said grantor in such proceedings, shall be paid to beneficiary and repaid to it by said grantor, and the said costs, expenses and attorney's fees, together with the said amount of the said property, shall be paid to the beneficiary in the trial and appellate courts, necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness incurred hereby, and grantor agrees at its own expense to take such actions and to execute such instrument as shall be necessary in obtaining such ownership, property, and interest.

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 recoverances, 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, the grant or granting of, or easement or creating any restriction thereon, or the giving in subordination of, or other agreement affecting this deed of, the land or charge thereon; (d) reconveyance without warranty, all or any part of the property. The grantee of the property hereby conveyed and described as the parcel herein is legally entitled thereto; and the recitals thereof and any matters stated therein shall be conclusive proof of the truthfulness thereof. Trustees, lessors, and others of the services mentioned in this paragraph shall be not less than:

services mentioned in this paragraph shall be not less than \$500.00.

12. Upon any default by Stanton hereunder, hereinafter, then and from that time without notice, either in person, by agent or by a receiver or otherwise appointed by a court, the right is granted to the advantage of the lender of the indebtedness hereby secured, or its assigns, to take any and all property of any part thereof, in its own name and to thereafter sell said property and to apply the proceeds of such sale to the payment of the principal and interest on the monies so loaned, including those past due and unpaid, and to apply the balance of the proceeds to the payment of the expenses of operation and collection and to the payment of the attorney's fees upon any indebtedness secured hereby, and in case of any default by Stanton, may determine.

11. The entering upon and taking possession of said premises, the collection of such rents, issues and profits, of the proceeds of the sale, the insurance policies or compensation of awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not constitute 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 its performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable to the beneficiary.

If the above described real property is currently held by the grantor, then, if the above purposes, the beneficiary may proceed to foreclose this trust deed in equity and in accordance with the manner provided by law for judicial foreclosure. However, if said real property is currently held by the beneficiary at his election may proceed to foreclose this trust deed in equity and in accordance with the manner provided by law for judicial foreclosure. In the latter event the beneficiary or the trustee of said trust deed may cause to be recorded his written notice of default and his election to foreclose on the above described real property to satisfy the obligation secured hereby, which may be done at any time and place. If said election is made, then the beneficiary or the trustee shall file the time and place of sale and the date of sale as required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.240 to 86.250.

13. Should the beneficiary elect to foreclose by exercising its right of first refusal after default at any time prior to five days before the date of the sale of the trust for the trustee's sale, the trustee or other person authorized to sell the property may pay to the beneficiary or his successors as interest, principal, and expenses, the entire amount of the outstanding debt and interest, and the trustee shall be obligated to thereby discharge the debt and interest, and the trustee shall be enforcing the terms of the obligation and the expenses actually incurred in enforcing \$50 each other than such portion of the debt and interest as the trustee due had no default occurred, and thereby cure the default if any default in 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 lots. The sale shall be by public auction and the property shall be sold to the highest bidder for cash, but the trustee shall deliver to the purchaser its deed in form as required by law and the trustee the property so sold, but without any covenant or warranty, express or implied, as to the title or the condition of the property, and any matters of fact shall be conclusively presumed to be true and correct and the purchaser shall be deemed to have accepted the truthfulness thereof, and any person who attempts to obstruct or interfere with the grantor and beneficiary, may purport at the

[illegible]

10. For any reason permitted by law, beneficiary may have to reappoint a successor or successors to any trust named herein, or may have to resign as trustee or trustees. Upon such appointment or resignation, the successor or successors to the trustee shall be vested with all the powers and duties conferred upon the trustee herein named in an instrument executed by beneficiary, contained in the original of the trust deed and its place of record, which, when recorded in the office of the Clerk or Recorder of the county or counties in which the property is situated, shall constitute proof of proper appointment of the successor trustee.

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 shall be a party unless such action or 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 trust agent, company, or firm, and from its office is devoted to its business under the laws of Oregon or the United States, a title insurance company, a title abstract company, or any company, property of this state, its subdivisions, 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 except as hereinabove set forth,

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 the acquisition, improvement, maintenance, or protection of real property, or for the business or commercial purposes of the grantor or his family.~~

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 92.490)

STATE OF OREGON,

County of Klamath,  
April 25, 1980

Personally appeared the above named

LUTHER H. DEARBORN and FRANCES B. DEARBORN, Husband and wife,

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/19/82

STATE OF OREGON, County of , 19

Personally appeared

ss.

and

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)

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

LUTHER H. DEARBORN and  
FRANCES B. DEARBORN,  
husband and wife,

Grantor

LILLIAN P. PIERCE,

Beneficiary

AFTER RECORDING RETURN TO

KCTCO

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 25th day of April, 1980, at 11:20 o'clock A.M., and recorded in book MSO on page 7730 or as file reel number S3625, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Bernetha A. Petch Deputy

Fee \$7.00