

38-23448
TRUST DEED

Vol. m81 Page 6131

INDEXED 98008
830 11/19/81
COLLECTION 10/19/81

THIS TRUST DEED, made this 3rd day of April, 1981, between R.J. CARVALHO AND HAZEL CARVALHO

as Grantor, WILLIAM L. SISEMORE
CERTIFIED MORTGAGE CO., an Oregon corporation
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:
See descriptions attached hereto and made a part hereof:

10021 DEED

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 FIVE THOUSAND 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 hereof, if not sooner paid, to be due and payable April 3, 1982.

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 improve which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor, including any building or improvement which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor, including 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 \$100,000, with loss payable to the beneficiary; all companies acceptable to the beneficiary shall be delivered to the beneficiary as soon as insured; 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 collected, or may determine, or at the option of beneficiary the entire amount or release shall 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, beneficiary may, at its option, make payment thereof, make such payment, beneficiary may, at its option, make payment thereof, make such payment, beneficiary may, at its option, make payment thereof.
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.
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 deed, to pay all costs and expenses, including attorney's fees and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be included evidence of the amount of an appeal from any judgment or decree of the trial court and grantor further agrees to pay such amount as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal 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, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable or as compensation for such taking, which are in excess of the amount paid or as compensation for such taking, shall be paid to beneficiary and to pay all reasonable costs, expenses, proceedings, shall be paid to beneficiary and to pay all reasonable costs, expenses, proceedings, shall be paid to beneficiary and to pay all reasonable costs, expenses, proceedings, shall be paid to beneficiary.
9. At any time and from time to time upon written request of beneficiary, payment of the fees and expenses 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

- (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 deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property to 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 without 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, the indebtedness hereby secured, enter upon and take possession of said property, the indebtedness hereby secured, enter upon and take possession of said property.
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 the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or his election advertisement and sale. In the latter event the beneficiary or his election advertisement and sale. In the latter event the beneficiary or his election advertisement and sale.
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 the trustee for the trustee's sale, the grantor or other person so privileged by the trustee for the trustee's sale, the grantor or other person so privileged by the trustee for the trustee's sale.
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. 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 the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as 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 time appoint a successor or successors to any trustee named herein or to any time appoint a successor or successors to any trustee named herein or to any time appoint a successor or successors to any trustee named herein.
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 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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is 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

April 3, 1981

Personally appeared the above named

R.J. Carvalho and

Hazel Carvalho

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 6-19-84

STATE OF OREGON, County of

19

Personally appeared

and

duly sworn, 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 the 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: 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: 1981

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 PUB. CO., PORTLAND, ORE.

Carvalho

Grantor

Certified Mortgage

CERTIFIED MORTGAGE CO.

Beneficiary

AFTER RECORDING RETURN TO RVS

Certified Mortgage Co.
836 Klamath Ave.
Klamath Falls, Or. 97601

STATE OF OREGON,

County of

SS.

I certify that the within instrument was received for record on the day of 1981, at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed

By Deputy

DESCRIPTION

6133

PARCEL 1:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows.

Beginning at a 3/4 inch pipe marking the center $\frac{1}{4}$ corner of said Section 27, said point situated North 89° 35' 28" West 2633.10 feet and North 00° 28' 28" West 2641.20 feet from a 3/4 inch pipe marking the Southeast corner of said Section 27; thence South 89° 31' 16" East 1578.31 feet to 1 5/8 inch iron pin; thence continuing South 89° 31' 16" East 30.17 feet; thence South 06° 33' 10" East 550.13 feet; thence West 30.20 feet to a 5/8 inch iron pin; thence continuing West 1510.80 feet to a 5/8 inch iron pin on the West line of the SE $\frac{1}{4}$ of said Section 27; thence North 00° 28' 28" West 560.00 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the West line of the SE $\frac{1}{4}$ of said Section 27, said point situated N 89°35'28" W 2633.10 feet and N 00°28'28" W 2081.20 feet from a 3/4 inch pipe marking the southeast corner of said Section 27; thence East 1510.80 feet to a 5/8 inch iron pin; thence continuing East 30.20 feet; thence S 06°33'10" W 583.79 feet; thence West 30.20 feet to a 5/8 inch iron pin; thence continuing West 1439.38 feet to a 5/8 inch iron pin on the West line of the SE $\frac{1}{4}$ of said Section 27; thence N 00°28'28" W 580.00 feet to the point of beginning.

DESCRIPTION

PARCEL 3:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the West line of the SE $\frac{1}{4}$ of said Section 27, said point situated N 89°35'28" W 2633.10 feet and N 00°28'28" W 1501.20 feet from the southeast corner of said Section 27; thence East 1439.38 feet to a 5/8 inch iron pin; thence continuing East 30.20 feet; thence S 06°33'10" W 611.98 feet; thence West 30.20 feet to a 5/8 inch iron pin; thence continuing West 1364.51 feet to a 5/8 inch iron pin on the West line of the SE $\frac{1}{4}$ of said Section 27; thence N 00°38'28" W 608.00 feet to the point of beginning.

DESCRIPTION

PARCEL 4:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 3/4 inch pipe marking the E $\frac{1}{4}$ of said Section 27, said point situated N 00°11'40" W 2637.81 feet from the southeast corner of said Section 27; thence N 89°31'16" W 1007.39 feet to a 5/8 inch iron pin on the North line of the SE $\frac{1}{4}$ of said Section 27; thence continuing N 89°31'16" W 30.17 feet; thence S 06°33'10" W 508.29 feet; thence East 30.20 feet to a 5/8 inch iron pin; thence continuing East 1067.01 feet to a 5/8 inch iron pin on the East line of said Section 27; thence N 00°11'40" W 496.31 feet to the point of beginning.

PARCEL 5:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the east line of said Section 27, said point situated N 00°11'40" W 2141.50 feet from the southeast corner of said Section 27; thence West 1067.01 feet to a 5/8 inch iron pin; thence continuing West 30.20 feet; thence S 06°33'10" W 767.00 feet; thence East 30.20 feet to a 5/8 inch iron pin; thence continuing East 1157.13 feet to a 5/8 inch iron pin on the east line of said Section 27; thence N 00°11'40" W 762.00 feet to the point of beginning.

PARCEL 6:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the east line of said Section 27, said point situated N 00°11'40" W 1379.50 feet from the southeast corner of said Section 27; thence West 1157.13 feet to a 5/8 inch iron pin; thence continuing West 30.20 feet; thence S 06°33'10" W 714.67 feet; thence East 30.20 feet to a 5/8 inch iron pin; thence continuing East 1241.10 feet to a 5/8 inch iron pin on the east line of said Section 27; thence N 00°11'40" W 710.00 feet to the point of beginning.

PARCEL 7:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 27, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 3/4 inch pipe marking the southeast corner of said Section 27; thence N 00°11'40" W along the east line of said Section 27, 669.50 feet to a 5/8 inch iron pin; thence West 1241.10 feet to a 5/8 inch iron pin; thence continuing West 30.20 feet; thence S 06°33'11" W 669.22 feet to the South line of said Section 27; thence S 89°35'28" E along the said South line 30.17 feet to a 5/8 inch iron pin; thence continuing S 89°35'28" E 1319.24 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 3rd day of April A.D. 1981 at 3:47 o'clock P. M., and
duly recorded in Vol. M81, of Mta. on Page 6131.

EVELYN BIEHN, County Clerk
By Debra A. Jensen

Fee \$14.00