

16258

## TRUST DEED

Vol. m82 Page 13528

THIS TRUST DEED, made this 6<sup>th</sup> day of OCTOBER, 1982, between DANIEL STRICKLAND and MARIAN STRICKLAND, husband and wife, and

as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, and  
ROBERT L. MALLOY and MARILYN K. MALLOY, husband and wife  
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:

A tract of land situated in the NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of section 10, T34S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the southeast corner of the said NE<sup>1</sup>/<sub>4</sub>SE<sup>4</sup>; thence S89°06'17"W, along the south line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>4</sup>, a distance of 402.44 feet; thence N21°17'44"W 1420.18 feet to the north line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>4</sup>; thence N88°57'42"E, along the north line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>4</sup>, a distance of 904.98 feet to the northeast corner of said NE<sup>1</sup>/<sub>4</sub>SE<sup>4</sup>; thence S00°34'25"E 1333.39 feet to the point of beginning, containing 20.00 acres, with bearings based on survey No. 3600, as recorded in the office of the Klamath County Surveyor.

( continued on Attachment # 1 )

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 upon the same, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Sixty Thousand Dollars (\$60,000.00)

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 January 15, 1988.

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 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, 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 \$ \_\_\_\_\_.

[illegible]

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 the grantor, the grantor shall be liable for the same.

liens, insurance premiums, liens or other charges payable by grantor, either make such 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 both of the covenants hereof and for such payments, with interest as aforesaid the assignor, hereinbefore described, as well as the grantor, shall be bound to the payment of, and all such payments shall be immediately due and payable with 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.

notice, and the nonpayment thereof of all sums secured by this

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. Beneficiary and trustee's fees actually incurred. In the event of any action or proceeding to affect the security rights or powers of beneficiary or trustee, or in any action or proceeding in which the beneficiary or trustee, and in any suit, any suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee, the grantor agrees to pay the amount of attorney's title and the beneficiary's or trustee's attorney's fees; the lived by the trial court and in the event of an appeal, paragraph 7, in all cases shall be decree of the trial court. Grantor further agrees to pay such sum of judgment or award of costs and expenses as may be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

(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 instrument affecting this deed or the lien or charge thereof; (d) reconvey, without charge, all or any part of the property. The grantee in any reconveyance may be deemed to be the person or persons legally entitled thereto, and the recitals therein of any matter or facts shall constitute prima facie proof of the truthfulness thereof. Trustee's fees for any of the services rendered in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to grantor, 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 sue or otherwise for the rents, profits, including those past due and unpaid, and apply the same, after less costs of suit, to the payment of the indebtedness hereby secured, less any fees upon any indebtedness secured hereby, and 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 the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale. In the latter event the beneficiary or the trustee by execute and cause to be recorded his written notice of default and the trustee shall sell all described real property to satisfy the obligations secured hereby, whereas upon 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.

13. Should the beneficiary elect to foreclose by advertisement and sale then all default at any time prior to live days before the date set by the trustee for the 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 in terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees including the amounts provided by law) other than such portion of the principal of the debt as may have been paid by the beneficiary or his successors and 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 or the time to which said sale may be postponed as provided by law. The trustee may sell the property either in one or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder. The trustee shall deliver the parcel or parcels to the purchaser its deed, payable at the time of sale. Trustee shall convey the property so sold, but without any covenant or warranty, express or implied, and shall be discharged of any matters of fact shall be conclusive proof of the truthfulness thereof. The trustee, by executing the deed, shall be deemed to have accepted the sale and the validity of the same. 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 surplus, in any, to the grantor or to his successor in interest entitled to such surplus, and (4) to the balance of the proceeds of sale to the sale.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors as trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without powers and authority to the successor trustee, the latter shall be vested with all the powers and authority which are now vested in the trustee named herein. Each such appointment of any trustee herein named or appointed instrument executed by beneficiary, containing reference to be made by written record, which, when recorded in the office of the County Clerk or Recorder, shall constitute conclusive proof of the same.

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 and 696.506.

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, CALIFORNIA ) ss.  
County of MONTEREY )

OCTOBER 6, 1987

Personally appeared the above named  
DANIEL STRICKLAND  
and  
MARIAN STRICKLAND

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

(OFFICIAL SEAL)

Jack Martin  
Notary Public for Oregon



JACK MARTIN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF MONTEREY  
Comm. Exp. Sept. 20, 1983

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_ ss.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, each being first

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

(OFFICIAL SEAL)

My commission expires:

REQUEST FOR FULL RECONVEYANCE  
To be used only when obligations have been paid.

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 \_\_\_\_\_, Trustee

DATED: \_\_\_\_\_, 19\_\_\_\_

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

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

Daniel & Marian Strickland  
Grantor

Robert & Marilyn Malley  
Beneficiary

Robert & Marilyn Malley  
Rt 360x524  
Carmel, Ca. 93923

STATE OF OREGON, \_\_\_\_\_ ss.  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ 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

TRUST DEED" ATTACHMENT # 1 "

Subject to the "Grant of Easement", as set forth in Schedule "A", attached hereto and made a part hereof.

Also subject to the "Agreement For Easement", as set forth in Schedule "B", attached hereto and made a part hereof.

Also subject to the deed restrictions as follows:

A parcel of five (5) acres in the southern part of the twenty (20) acre plot is to be retained as a green belt area. There are no structures on that property at the present time and none shall be erected hereafter. The property has trees on it and is in a natural state. That five (5) acre parcel is described as follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of section 10, T34S, R7EWM, Klamath County, Oregon; thence S89°06'17"W, along the south line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ , 402.44 feet; thence N21°17'44"W 477.44 feet; thence N89°06'17"E, parallel to said south line, 571.38 feet to the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S00°34'25"E 447.50 feet to the point of beginning, containing 5.00 acres.

GRANT OF EASEMENT

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Earl L. Scherer and Hallie E. Scherer, hereinafter called "Grantor", conveys to Robert B. Chilcote, his heirs and assigns, hereinafter called "Grantee", a non-exclusive easement for the purpose of ingress and egress upon the following described property:

A 60 foot strip of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 14 and in the S $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11, Township 34 S, Range 7 East of the Willamette Meridian, Klamath County, Oregon; said strip of land being 30 feet each side of, measured at right angles to, the following described centerline;

Beginning at a point on the south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 14, said point being easterly a distance of 627.1 feet from the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 14; thence northwesterly a distance of 1450 feet, more or less, to a point that is N89° 35-1/3' East a distance of 30 feet from the northwest corner of said Section 14; thence North 01° 04' 25" West, parallel to and 30 feet easterly at right angles from the west line of said Section 11, a distance 533.35 feet, more or less, to a point that is South 01° 04' 25" East a distance of 800.0 feet and North 89° 31' 30" East a distance of 30 feet from the northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 11.

for the use and benefit of the following described property situate in Klamath County, Oregon to wit:

~~SE $\frac{1}{4}$ SW $\frac{1}{4}$~~  Section 10 Township 34 South, Range 7 East of the Willamette Meridian

with the right to maintain said easement in a reasonable manner.

Earl L. Scherer,

dated Dec 10 1978

Hallie E. Scherer

dated Dec 10 1978

dated \_\_\_\_\_

STATE OF OREGON,

County of Josephine

} ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STYLING NEWS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 10th day of December, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Earl L. Scherer and Hallie E. Scherer

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public for Oregon  
My Commission expires Dec 10 1980  
P. ROBINSON  
PUBLIC - OREGON

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16th day of September, 1982,  
by and between ROBERT L. MALLOY and MARILYN K. MALLOY, husband and wife,  
hereinafter called the first party, and DANIEL STRICKLAND and MARIAN STRICKLAND,  
husband & wife, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

East  $\frac{1}{2}$  Southeast  $\frac{1}{4}$ ; Southwest  $\frac{1}{4}$  Southeast  $\frac{1}{4}$ , Section 10,  
Township 34 South, Range 7 East of the Willamette Meridian,

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;  
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second  
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-  
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party  
AN EXCLUSIVE ACCESS EASEMENT DESCRIBED AS FOLLOWS:

A 30 foot strip of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 10,  
Township 34 South, Range 7 East of the Willamette Meridian, Klamath  
County, Oregon, more particularly described as follows:  
Beginning at the northeast corner of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , being 30  
feet in width, adjacent to and parallel with the east line of  
said SE $\frac{1}{4}$ SE $\frac{1}{4}$  and continuing South 00°34'25" East, along said east  
line, 830 feet.

(Insert here a full description of the nature and type of the easement granted to the second party.)  
The second party shall have all rights of ingress and egress to and from said real estate (including the  
right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging  
branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of  
the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-  
scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of  
third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of See Below, always subject,  
however, to the following specific conditions, restrictions and considerations:

This Easement shall continue until revoked by written agreement  
of the parties.



If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

See first page hereof for legal description of easement

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and second party's right of way shall be parallel with said center line and not more than N/A feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Robert L. Malloy

Marilyn K. Malloy

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 16, 1982

Personally appeared the above named Robert L. Malloy and Marilyn K. Malloy

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

Before me:

OFFICIAL SEAL

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

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)

**AGREEMENT FOR EASEMENT**

BETWEEN

AND

AFTER RECORDING RETURN TO

Roll Malloy DVM  
P.O. Box 524  
Carmel, Cal 93923

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 11 day of Oct, 1982, at 2:39 o'clock P.M., and recorded in book/reel/volume No. MB2 on page 13528 or as document/tee/tile/instrument/microfilm No. 16258, Record of Mtge of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By June McQuire Deputy

Fee \$24.00