

## TRUST DEED

Vol. M82 Page 13761

THIS TRUST DEED, made this 11th day of October

HOWARD E. MCGEE, JR. and MARILYN A. MCGEE, husband and wife

as Grantor, NEAL H. BELL

PACIFIC WEST MORTGAGE CO., an Oregon corporation, as Trustee, and

as Beneficiary, 015010  
F. HCGGG JHAPSUC 8 AFIC

**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 located in the E-SE-1/4 of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Commencing at the Southeast corner of the Northwest quarter of Section 22; thence North 00°46'35" East along the East boundary of the Northwest quarter 523.49 feet to a point; thence North 53°32'36" West, 60 feet to a point; thence South 55°06'23" West, 753.42 feet to a point; thence South 00°38'07" West 130.00 feet to a point; thence North 89°50'08" East, 660.58 feet to the point of beginning.

TOGETHER WITH an easement 60 feet in width lying 30 feet on each side measured at right angles, situate in Section 22, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, of the centerline which is more particularly described as follows: Continued on Exhibit A

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 FIVE THOUSAND NINE HUNDRED AND NO/100-----

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 **October 15 1987** Dollars, with interest thereon according to the terms of a promissory

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 premises;

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.

18 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.

beneficiary. 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 shall procure and maintain in companies acceptable to the beneficiary, with loss payable to the latter; the policy of insurance shall be delivered to the beneficiary as soon as insured; deliver said policies to the beneficiary or any reason to procure any such insurance and to the beneficiary may procure the same at grantor's expense on said buildings, collected under any fire or other insurance policy; may be applied by beneficiary upon any indebtedness secured hereby; and in such order as beneficiary any part thereof, or at option of beneficiary the entire amount so collected, any part thereof, or at option of beneficiary the entire amount so collected, or 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 or other charges, the grantor shall make payment by grantor, either by direct payment or by providing funds with which to make such payment, beneficiary may, at its option, make payment therefor 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, be added to and become a part of the debt secured by this trust deed, without loss of any rights arising from breach of any of the covenants hereof and for such payment, the grantor shall be bound by the provisions 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 delay, and the grantor shall be bound to pay the same at the option of the lender all sums secured hereby shall be 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 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 in

including evidence of title 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 fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

**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, beneficiary shall have the right, title and interest in and to the property, and shall be entitled to the compensation for such taking, and shall be entitled to the excess of the amount required to pay all reasonable costs, expenses and attorney's fees, to be paid or incurred by grantor in such proceedings, shall be paid to beneficiary and shall be paid 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 incurred hereby, and grantor covenants and agrees to execute and deliver, execute 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 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 thereof; (d) reconvey without any reservation of 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 matter or fact 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 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 any property or any part thereof, in its own name sue or otherwise collect the same, or its profits, including those past due and unpaid, and apply the same to the least costs and expenses of operation and collection, and apply the same to the fees upon any indebtedness hereby secured, 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 notice by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may demand and secure hereby immediately due and payable. In such an event the beneficiary shall have the right 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 execute and cause to be recorded his written notice of default and his election hereby, wherever described real property to satisfy the obligations secured hereby, whereafter all debts shall fix the time and place of sale, give notice thereof as then required by law, and the trustee to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.**

13. Should the beneficiary ever become aware of a foreclosure by advertisement and sale of the property, then after default at any time prior to 60 days before the date set by the trustee for the trustee's sale, the grantor or any other person so privileged by the deed to sell the property, the beneficiary or his successors in interest, respectively, the entire amount then due on the property, together with the interest and obligation secured thereby (including costs and expenses actually incurred in the performance of the obligation and trustee's and attorney's fees not exceeding the terms of the obligation and the principal portion of the principal balance of the debt) shall be paid to the beneficiary, and the portion of the principal balance of the debt as would not then be due had no default occurred shall be paid to the grantor. In the event of default, in which event all foreclosure proceedings shall be dismissed by the court.

14. Otherwise the sale shall be held on the date and at the time and place designated in the sale of sale or the time to which such sale may be postponed as provided by law. The trustee may sell said sale or sales in one parcel or in separate parcels and shall sell the parcel or parcels at public or private sale, for cash, payable at the time of sale. Trustee shall deliver to the purchaser or purchasers the deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied, in writing or otherwise. The sale of the property by the trustee in the deed of the deed of the deed shall be conclusive proof of the truthfulness of the sale of the property by the trustee, but including the grantor and beneficiary, may purchase at the sale of 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 commission 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 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.

15. 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, without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereunder. Appointment and substitution shall be made by written instrument executed by beneficiary, containing a recital that this trust deed and its place of record, which, when recorded in the office of the clerk of the county or counties in which the property is situated, shall be governing.

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

October 11, 1982

Personally appeared the above named Howard E. McGee, Jr. and Marilyn A. McGee, husband and wife

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3-22-85

STATE OF OREGON, County of ) 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

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

### TRUST DEED

(FORM No. 881)

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

Howard E., Jr. and Marilyn

A. McGee, husband & wife

Pacific West Mortgage Co.

an Oregon corporation

Beneficiary

AFTER RECORDING RETURN TO

Pacific West Mortgage Co.

P. O. Box 497

Stayton, Oregon 97383

#3466

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/roll/volume No. \_\_\_\_\_

page \_\_\_\_\_ or as document/fee/file/instrument/microfilm No. \_\_\_\_\_

Record of Mortgages of said County.

Witness my hand and seal of \_\_\_\_\_

County affixed.

NAME \_\_\_\_\_

By \_\_\_\_\_ Deputy

13763

## EXHIBIT A

Beginning at a point on the Northwesterly right of way line of that certain county road known as "Old Fort Road", from which the center one-quarter corner of said Section 22 bears North 84°26'06" West, 1041.44 feet; thence from said point of beginning North 50°03'34" West, 9.54 feet; thence along the arc of a 830.00 foot radius curve to the left (Delta = 17°46'53" Long Chord = North 58°57'00" West, 256.55 feet) 257.59 feet; thence North 67°50'27" West, 64.34 feet; thence along the arc of a 800.00 foot radius curve to the right (Delta = 06°59'19" Long Chord = North 64°20'48" West, 97.52 feet) 97.58 feet; thence North 60°51'08" West, 317.03 feet; thence along the arc of a 1400.00 foot radius curve to the right (Delta = 07°18'32" Long Chord = North 57°11'52" West, 178.47 feet) 178.59 feet; thence North 53°32'36" West, 283.39 feet to a point on the East line of the E $\frac{1}{4}$ , SE $\frac{1}{4}$ , NW $\frac{1}{4}$  of said Section 22 and the end of this easement, said point being further described as being North 00°46'35" East, 523.49 feet from said center one-quarter corner of Section 22.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

10:48

This 15 day of Oct A. D. 19 82 at o'clock A.M., and

duly recorded in Vol. M82, of Mtge on Page 13761

Fee \$12.00

EVELYN BIEHN, County Clerk

By Joyce McQuinn