

19187

SECOND
TRUST DEED

435

THIS TRUST DEED, made this 30th day of December, 1982, between

ORVILLE R. EMERSON and ESTHER A. EMERSON husband and wife,
as Grantor, SAFECO TITLE INSURANCE CO., a California corporation, as Trustee, and
MERRILL LYNCH RELOCATION MANAGEMENT, INC., a California 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:

Lot 11, Block 14, TRACT NO. 1079, SIXTH ADDITION TO SUNSET VILLAGE, According to the
official plat thereof on file in the office of the County Clerk of Klamath County,
Oregon.

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 connec-
tion 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 and no/100

(\$19,000.00) 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

JANUARY 1, 1984.

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, condi-
tions and restrictions affecting said property; if the beneficiary so requests, to
join in executing such financing statements pursuant to the Uniform Commer-
cial Code as the beneficiary may require and to pay for listing 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 \$ full insurable value, written in
companies acceptable to the beneficiary, with loss payable to the latter; all
policies of insurance shall be delivered to the beneficiary as soon as issued;
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 expira-
tion 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 benefi-
ciary 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, assess-
ments, 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 prop-
erty 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-
out 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 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-
cluding 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
lived 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 ap-
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-
ney'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, 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 benefi-
ciary 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 com-
pensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of benefi-
ciary, payment of its fees and presentation of this deed and the note for
enforcement (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 warranty, all or any part of the property. The
grantor 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 ap-
pointed by a court, and without regard to the adequacy of any security for
the indebtedness hereby secured, enter upon and take possession of said prop-
erty or any part thereof, in its own name sue 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 attor-
ney's fees upon any indebtedness secured hereby, and in such order as benefi-
ciary may determine.

11. The entering upon and taking possession of said property, the
collection of such rents, issues and profits, or the proceeds of sale 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 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 then 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, respec-
tively, the entire amount then due under the 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 not ex-
ceeding the amounts provided by law) other than such portion of the prin-
cipal 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 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 im-
plied. 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, in-
cluding 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 trust deed 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
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 said property is situated,
shall be conclusive proof of such appointment of the successor trustee.

17. Trustee accepts this deed when this deed is duly executed and
acknowledged as 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 licensed to insure title in 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 626.505 to 626.540.

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 it 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.)

STATE OF OREGON, *California* } ss.
County of *Solano*
January 6, 19 *83*.
Personally appeared the above named
Orville Emerson and
Ester Emerson

(ORS 93.420)

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:

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

(OFFICIAL SEAL) *Donna M. Gomes*
Notary Public for *Oregon California*
My commission expires:

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:

, 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 PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____ ss.

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

RIDER TO CONTRACT FOR SALE OF REAL ESTATE

SECOND MORTGAGE

This Rider to be attached to and become a part of Contract for Sale of Real Estate, executed on the 29 day of October, 19 82, between MERRILL LYNCH RELOCATION MANAGEMENT INC., Sellers, and Orville and Esther Emerson, Purchasers, for the property commonly known as 3617 Rio Vista, Klamath Falls, Ore.

WITNESSETH:

As part of the consideration for the above described Contract for Sale of Real Estate, and anything therein to the contrary notwithstanding, the parties hereto agree as follows:

TERMS OF FINANCING

1. Purchaser is applying for financing from Seller to complete this purchase, the principal indebtedness to be \$19000.00 bearing interest at the rate of 10 per cent per annum payable in equal consecutive monthly payments in such amounts as are to be set forth in the Merrill Lynch Relocation Management Inc. Mortgage Finance Department Commitment Letter, if issued. The first regular installment will be due on the first day of the second month following the Closing, and on the first day of each and every month until 1-1, 19 84, at which time the entire balance of principal and any accrued interest shall be due and payable. Payments made hereunder shall first be applied to the payment of interest at the rate provided for herein, and the balance to the reduction of principal. The financing shall be secured by a second mortgage (2nd Trust Deed) which document shall be prepared by Seller's attorneys, which lien shall be subject to and subordinate to a first mortgage or senior loan which shall remain of record.

ADDITIONAL CHARGES/PREPAYMENT

2. At Closing, Purchaser shall be responsible for certain fees which may include, by way of example, an origination fee, attorneys fees for preparation of documents. The financing provided herein may be prepaid at any time with interest to the date of prepayment, but without penalty. The financing is not assumable. The entire unpaid principal balance plus accrued interest shall immediately become due and payable in the event of any assignment, transfer or conveyance of the property by the Purchaser.

MORTGAGE FINANCE DEPARTMENT APPROVALS

3. Purchaser acknowledges and agrees that Seller's obligations hereunder, with respect to the granting of any mortgage and to the terms thereof, are specifically made subject to approval of the Merrill Lynch Relocation Management Inc. Mortgage Finance Department.

4. The parties hereto agree to be bound by the "Commitment Expiration Date" set forth on the face of Seller's Mortgage Department Commitment Letter. The parties further agree that no terms of this Rider can be changed in any respect except by a written instrument signed by both parties hereto. Any change which is not specifically approved by the Mortgage Finance Department renders this Rider void.

MISCELLANEOUS

5. There are no oral agreements between the parties hereto affecting the property or the financing covered by this Rider or by the Contract for Sale, and this Rider, together with said Contract supersedes and cancels any and all previous options, negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Rider or the Contract for Sale. In the event of any discrepancy, inconsistency or conflict between the terms of this Rider and the Contract for Sale, the parties hereto agree that the terms of this Rider shall govern. This Rider is incorporated by reference into the Contract for Sale.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown herein below:

Witness:
Donna H. Kropf
 Notary for State of Oregon
 Date of Execution: 11-5-82

Purchaser:

Orville Emerson
 Signature

Orville Emerson

Print Name Here

Purchaser:

Esther Emerson
 Signature

Esther Emerson

Print Name Here

Place of Execution:

*4747-A 50. 6th St.
 Klamath Falls, OR
 Klamath Co.*

M4 Comm. expires Sept 5, 1986

Witness:

MERRILL LYNCH RELOCATION MANAGEMENT INC.
 MORTGAGE FINANCE DEPARTMENT

Date of Execution:

By:

Title:

Place of Execution:

TO BE EXECUTED BY MLRM MORTGAGE FINANCE
 DEPARTMENT ONLY

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 10 day of Jan A.D. 1983 at 3:06 o'clock P M.
 duly recorded in Vol. M83, of Mtge on Page 435.

Fee \$16.00

EVELYN BIRTH, County Clerk

By:

Det Mtl