

26522

TRUST DEED

Vol. 1183 Page 12802



THIS TRUST DEED, made this 11th day of July, 1983, between
VELMA J. CARNAGEY, also known as VELMA JUANETE CARNAGEY,
as Grantor, ROBERT W. DONALDSON, Attorney at Law
CAPITOL TOYOTA, INC., 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 EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF.

TRUST DEED

21010 OF 010000

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 THREE THOUSAND, THREE HUNDRED EIGHTY TWO AND 91/100 DOLLARS—(\$3,382.91)—, and all
sums due and owing under that certain* 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 hereby, whichever first occurs.

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. *agreement to forbear dated July 11, 1983, and by this

The above described real property is not currently used for agricultural, timber or grazing purposes.
reference made a part hereof.

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 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 \$100,000.00, 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 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 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
action 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 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 effect of any rights arising from breach of any of the
covenants hereof and for such payments with interest as aforesaid, the property
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
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, 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
paid by the trustee 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, if it so elects, to require that all or any portion of the money payable
as compensation for such taking, which is 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 beneficiary
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 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 and grantor's agreement (or 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 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 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 attorney's
fees upon any indebtedness secured hereby, and in such order as beneficiary
may determine.

11. The enforcing 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 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, respectively,
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 exceeding
the amounts provided by law) other than such portion of the principal
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 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 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.

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 the property is situated,
shall be conclusive 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.

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 the purchase of real property~~

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,

County of **DESCRUTES**

22nd July 1983

Personally appeared the named

Velma J. Carnagey

and acknowledged the foregoing instrument to be **her** voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: **11-16-84**

STATE OF OREGON, County of _____ ss.

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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.

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 PUB. CO., PORTLAND, ORE.

**Velma J. Carnagey, aka
Velma Juanete Carnagey**

Grantor

**Capitol Toyota, Inc.,
an Oregon corporation**

Beneficiary

AFTER RECORDING RETURN TO

**Robert W. Donaldson
P.O. Box 804
Salem, OR 97308**

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 fee/file/instrument/microfilm/reception No. _____

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

NAME

TITLE

By

Deputy

EXHIBIT "A"

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and that portion of the Southeast quarter of the Southeast quarter of Section 25, Township 24 South, Range 8 East of the Willamette Meridian lying Southerly of the Little Deschutes River and that portion of the Northeast quarter of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Section 36; thence North $89^{\circ} 42' 20''$ East along the Section line 2462.04 feet; thence South $39^{\circ} 08' 20''$ West, 858.25 feet to a point on the South line of the North half of the North half of the Northeast quarter of said Section 36; thence South $89^{\circ} 45' 23''$ West along said North line to a point on the North-South center of the Section line; thence North along said center of the Section line 660 feet more or less to the point of beginning.

SUBJECT TO:

A public recreation easement 25.00 feet in width adjacent to each side of the Little Deschutes River.

ALSO SUBJECT TO:

A utility easement 10.00 feet in width adjacent to all boundaries of the above described parcel of land.

TOGETHER WITH:

An easement for roadway purposes and utilities over and across the Northerly 16.00 feet of the Northwest quarter and Northeast quarter of the Northwest quarter of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, and also together with an easement for roadway purposes and utilities over and across the Westerly 16.00 feet of that certain tract of land conveyed to Jan Underwood and recorded in Official Klamath County Deed Records, Volume M-74 at page 10464.

SAVE AND EXCEPT:

A tract of land located in the North half of the North half of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Section 36; thence South $89^{\circ} 42' 20''$ West along the North line of said Section 36, a distance of 1797.50 feet to a $5/8$ inch iron at the true point of beginning; thence South 662.17 feet to a $5/8$ inch iron rod which lies on the South line of the North half of the North half of the North half of said Section 36; thence South $89^{\circ} 45' 04''$ West along said South line, 1542.69 feet to a $5/8$ inch iron rod

at the Southwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 36; thence North 00° 07' 25" West along said $\frac{1}{4}$, $\frac{1}{4}$, $\frac{1}{4}$, a distance of 660.93 feet to the Northwest corner thereof; thence North 89° 42' 20" East along the North line of said Section 36, a distance of 1544.12 feet to the true point of beginning.

ALSO SAVE AND EXCEPT:

The Southeast quarter lying Southerly and Easterly of the Little Deschutes River located in Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and containing 9.90 acres, more or less.

RWD:lmh1
0308021.10
rprp7

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 3rd day of Aug A.D. 19 83
at 2:18 o'clock P M, and duly
recorded in Vol. M83 of DEEDS
Page 12802

EVELYN BIEHN, County Clerk

[Signature] Deputy

Fee 16.00