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## TRUST DEED

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

**Vol. 118**

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THIS TRUST DEED, made this 15th day of MARCH  
JULIE'S COUNTRY INN, INC. as Grantee

JOHN'S COUNTRY INN, INC., as Oregon Corporation, and JOHN POST, 19 84, between

as Grantor, NORTHWEST ESCROW, INC.

~~DAVID A. RABE and DOROTHY R. RABE, Husband and Wife~~, as Trustee, and  
as Beneficiary, ~~DOROTHY R. RABE & DAVID A. RABE or the survivor thereof~~

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT BENEFICIARY.

together with all and singular the tenements, hereditaments and appurtenances and all other rights then now or hereafter appertaining, and the rents, issues and profits thereof, unto the said John and his heirs forever, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) note of even date hereto.

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, herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural purposes.

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 thereof; 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, rules and regulations of the

to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such affecting 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, filing officers or searching agencies as may be deemed desirable by the 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 replacement value of the buildings, the policies of insurance shall be secured by the beneficiary, with loss payable to the beneficiary, acceptable to the beneficiary; the latter, after delivery of the said policies to the beneficiary at or before the time insured, shall deliver the said policies to the beneficiary as soon as they are insured; the beneficiary shall procure new or replacement policies of insurance within fifteen days prior to the expiration of the 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 manner as beneficiary may determine, or at option of beneficiary the entire amount so received in any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or breach of the obligation of the beneficiary to cure or waive any default or breach of the obligation of the beneficiary to give notice of default hereunder or in violation of the covenants herein contained.

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 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, assess- make such payment, beneficiary, by providing beneficiary with funds with which to make the amount so paid, with interest at its option, make payment of such taxes, assessments and other charges, together with the obligations described in the note secured hereof, together with the obligations described in paragraphs 6 and 7 of this trust deed, without waiver of any rights arising from the covenants hereof and without subordination of the debt secured by this trust deed, with respect to such payments, with interest thereon, to any other lien herebefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein provided for, and the nonpayment thereof shall, at the option of the beneficiary, 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.

[illegible]

It is mutually agreed that:

[illegible]

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 subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey warranty, all or any part of the lien or charge to grantee in any reconveyance, all or any part of the lien or charge thereon and thereto, and the recitals described as the "person" or persons to be conclusively and irrevocably deemed to be the "person" or persons whose services mentioned in the truthfulness thereof, Trustee's fees for any of the time

[illegible]

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 the same pursuant to such notice.

[illegible]

13. Should the beneficiary elect to foreclose this trust deed in then after default at any time prior to live days by advertisement and sale trustee for the trustee, the grantor or other person authorized by the trustee, the entire amount then due to the beneficiary or his successors in interest, secured thereby (including all costs and expenses actually incurred in enforcing the terms of the obligation and trust and attorney's fees not exceeding the amounts provided by law) other than the 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 null and

14. If, 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 parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. The Trustee shall deliver to the purchaser a deed in form as required by law conclusively of the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matter of fact shall be conclusive proof of the truth 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 as 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 in the trust surplus, if any, to the grantor or to his successor in interest, and (4) the 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 conveyance to be appointed hereunder. Upon such appointment, and without powers and duties conferred on the trustee, the latter shall be vested with all title, interest and powers of the trust property, and shall be deemed to have been duly instructed. Each such appointment of any trustee herein named or of any successor or successors to be appointed hereunder shall be made by written instrument duly 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.

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 896.505 to 896.585.

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.)

STATE OF OREGON, } ss.  
County of Lane }  
MARCH 15, 1984

Personally appeared the above named  
JOHN POST

and acknowledged the foregoing instrument to be HIS voluntary act and deed.  
Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon

My commission expires: 3-9-85

JULEE'S COUNTRY INN, INC.  
BY: JOHN POST, PRESIDENT

JOHN POST, Personally

STATE OF OREGON, County of Lane } ss.  
MARCH 15, 1984

Personally appeared JOHN POST and who, each being first

duly sworn, did say that the former is the president and that the latter is the secretary of JULEE'S COUNTRY INN, INC.

a corporation, and that the seal attixed 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: 3-9-85

(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

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

Mountain Title

SPACE RESERVED  
FOR  
RECORDER'S USE

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 fee/file/instrument/microfilm/reception No. \_\_\_\_\_. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

By

TITLE

Deputy

## PARCEL 1

A tract of land situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which lies South  $19^{\circ} 24'$  East a distance of 1068.4 feet from the Southwest corner of Block 8, Chemult; thence following an arc of a  $03^{\circ} 04'$  curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc of a  $03^{\circ} 04'$  curve to the left a distance of 281.1 feet to a point; thence South  $28^{\circ} 43'$  East a distance of 26 feet, more or less, to the South line of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section, Township and Range; thence East along said South line a distance of 124.2 feet, more or less to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section, Township and Range; thence North along the East line of the said Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  363 feet to a point; thence South  $70^{\circ} 36'$  West 261.5 feet, more or less to the true point of beginning.

## PARCEL 2

A parcel of land lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 268, page 143 of Klamath County Record of Deeds; the said parcel being described as follows:

Beginning on the Northerly line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  at a point 66.96 feet Northeasterly of (when measured at right angles to) the center line of the Dalles-California Highway, said point being 125.78 feet Westerly of (when measured along said Northerly line) the Northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 732+32.60; thence Northeasterly at right angles to said center line 83.04 feet to the Easterly line of said property; thence Northwesterly along said Easterly line to said Northerly line; thence Westerly along said Northerly line to the place of beginning.

EXCEPTING FROM the above described parcels, all mineral rights as reserved by Deeds recorded in Volume 105, page 177 and Volume 135, page 269, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 16th day of March A.D., 1984 at 11:20 o'clock A.M. and duly recorded in Vol. M84, of Mortgages on page 4276.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Tom Smith, Deputy

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 26th day of March A.D., 1984 at 3:11 o'clock P.M. and duly recorded in Vol. M84, of Mortgages on page 4801.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Tom Smith, Deputy