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TRUST DEED

Vol. M84 Page 8223

THIS TRUST DEED, made this 6th day of March, 1984, between
BENJAMIN E DELA CRUZ and EDWARD C DORE, JEANNE M DORE, ROSE B YOUNG, as Grantor,
 Klamath County Title Company, as Trustee,
 and BENJAMIN E DELA CRUZ, as Beneficiary,
 in and to the County of Klamath, State of Oregon, containing the following:

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

LOT 25 BLOCK 3 of MOUNTAIN LAKES HOMESITES
According to the official plat hereof on
file in the office of the County
Clerk of Klamath County, Oregon.

which said described real property does not exceed three acres, 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 SEVENTY-TWO HUNDRED & 80/100 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 on 12/1/10

To protect the security of this loan, the undersigned hereby agrees to execute and deliver to the lender a deed of trust in and to the above described property, 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, to secure the performance of each agreement of grantor herein contained and payment of the sum of SEVENTY-TWO HUNDRED & 80/100 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 on 12/1/10

To protect the security of this trust deed, grantor hereby:

- 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 or improvement thereon;
 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed hereon, 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 execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in proper public office or offices, as well as the cost of all lien recording fees, taxes, officers or searching agencies, and other expenses incident to the benefit of the beneficiaries.

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.

5. To keep said premises free from mechanics' liens and to pay a 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, either by direct payment or by direct beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, hereafter, together with the obligations described in the note secured by 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 the breach secured by this covenants hereon, and for such payments, with interest as aforesaid, of any of the same extent that they are bound for the grantor, as aforesaid, the property described, and all such payments shall be bound to the obligation herein provided, and the nonpayment thereof shall be immediately due and payable for all sums secured by this trust deed, at the option of the beneficiary, with interest as aforesaid.

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 trust in connection with or in relation to the administration of the trust.

in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.

_____, in and to defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the trustee or attorney may appear, including evidence of the foreclosure of this deed, to pay the costs, including amount of attorney's fees, and the beneficiary's or trustee's actual expenses, incurred by the trial court, and in the event of an appeal, the costs decreed by the trial court, grantor further agrees to pay from any judgment or appellate court shall pay the costs of appeal.

It is so ordered.

It is mutually agreed that:

8. In the event that any portion of 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 amount coming as compensation for such taking, which are in excess of the amount payable to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and/or both in the trial and appellate courts, necessarily incurred by beneficiary in such proceedings, and the balance applied upon the amount paid or secured hereby; and grantor agrees, at its own expense, to take such action 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 such bills to the

9 At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this check.

endowment (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of said debt; (b) join in or consent to the making of any map or plan of said land; (c) join in or grant any easement or creating any restriction thereon; (d) join in any subordination or other agreement affecting this deed; or (e) join in any grantee in any reconveyance, without warranty, all or any part of the lien or charge 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 not be less than \$5.

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 and lawfully 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 the same, to pay any indebtedness of grantor hereunder.

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 require the lender to waive any default or notice of default.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and in one parcel or in separate parcels. The trustee may sell said parcels either by public auction or by private sale and shall sell the parcels to the bidder who shall deliver to the purchaser its cash, payable at the time of sale, for the property so sold, but without any covenant as required by law conveying the truthfulness of the deed of any matters of fact, warranty, express or implied.

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 for the services of attorney; (2) to the obligation secured by the deed; (3) to all persons having recorded liens subsequent to the interest of the trust deed; (4) to all persons whose interests may appear in the deed; (5) to all persons claiming an interest in the property sold; (6) to the surplus, if any, to the grantor or beneficiary, as the case may be.

16. For any reason permitted by law beneficiaries may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee so appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties of the trustee herein, the latter shall be deemed to be appointed hereunder. Each such appointment upon any trustee herein so vested with all title and interest in the property herein shall be made in writing and in the instrument executed by beneficiary and substitution shall be made in appointed instrument. The place of record, which, when made, shall be by written instrument in the office of the Clerk or the recorder of the county or counties in which the property herein shall be placed, shall be the office of the county or counties in which the property herein shall be placed.

17. Trustee accepts this trust when the deed, duly 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:

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto.

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, or a partner, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a corporation organized under the laws of this state, its subsidiaries, affiliates, agents or branches.

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.

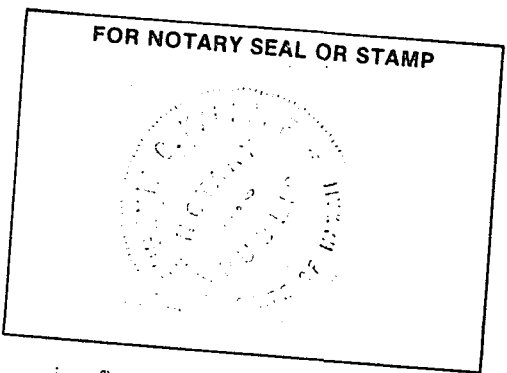
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required 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, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.
(If the signer of the above is a corporation)

Benjamin E. Delacruz
Virginia Borja Delacruz
WITNESSED BY *John Hilliard*
date *3/6/84*

STATE OF HAWAII,
COUNTY OF Honolulu } ss.

On April 16, 1984 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared John Hilliard
known to me to be the person whose name is subscribed to the
within instrument as a witness thereto, who being by me duly
sworn, depose and said: That he resides at 1650 Ala Moana, #1901, Hono, HI
he was present and saw Benjamin E. Delacruz
and Virginia Borja Delacruz
personally known to him to be the person described
in, and whose name is subscribed to the within and annexed
instrument, execute the same; and that affiant subscribed their
name thereto as a witness to said execution.

Signature *Virginia C. Kaulane*



TRUST DEED
(FORM No. 881)

Grantor

Beneficiary

STATE OF OREGON

County of Klamath ss.
I certify that the within instru-
ment was received for record on the
18th day of May, 19 84
at 10:56 o'clock A.M., and recorded
in book M84 on page 8223
or as file number 36745
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

Evelyn Biehn

Klamath County Clerk Title

By *Ann Smith* Deputy
Fee: \$8.00

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

KCTG
74-4-237

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