

TN-1

39375

166: **K-37192**
TRUST DEED

Vol. m84 Page 12884

THIS TRUST DEED, made this 30th day of July, 1984, between
THOMAS L. DOFFING and LYNN M. DOFFING, husband and wife

as Grantor, KLAMATH COUNTY TITLE COMPANY

as Beneficiary, DONALD L. KELLY

WITNESSETH:

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

33 The Northerly 40 feet of Lots 596 and 597, Block 103, MILLS ADDITION
to the City of Klamath Falls, Oregon, according to the official plat
8 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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY THOUSAND TWO HUNDRED FIFTY AND NO/100s Dollars, with interest thereon according to the terms of a promissory

sum of TWENTY THOUSAND TWO HUNDRED FIFTY AND NO/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 _____, 19____.

The date of maturity of the debt secured by this instrument is the ____
becomes due and payable.

The above described real property is not currently used for agricultural, timber, or other special use. *(3) consent to the making of an*

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; and permit 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, and pay when due all costs incurred therefor.

[illegible]

by filing officers or searching agencies and 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 payable to the latter; all companies acceptable to the beneficiary, with interest as soon as insured; 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 now or hereafter placed on said buildings, 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 life or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereby and in such order as the beneficiary may determine or at option of beneficiary the entire amount so collected, or may be paid to the beneficiary in cash or by check, and the beneficiary at any time past or future, 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.

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[illegible]

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.

in connection with or in enforcing this deed, shall be paid by the beneficiary's fees actually incurred. To have full effect, the beneficiary shall be required to file a bond to protect 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 as mentioned in this paragraph 7 in all cases shall be amount of attorney's fee mentioned 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:

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 necessarily paid or to be paid for all reasonable costs, expenses and shall be paid to beneficiary and incurred by grantor in such proceedings, and shall be paid to beneficiary's fees, 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 case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(c) consent to the making of any map or plat of said property; (d) join in any granting any easement or creating any restriction thereon; (e) deed or the lien or charge subordination or other agreement whereby all or any part of the property. The thereof; (f) reconveyance may be described as the "person or persons grantee in consideration of money advanced by him/her." This document shall constitute legal title thereto, and the recitals therein of any matters or facts set forth herein shall be conclusive proof of the truthfulness thereof.

The undersigned hereby certifies that he/she has less than \$5.
The services mentioned in this paragraph shall be paid _____ per hour, beneficiary may at any time terminate his employment without notice.

[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 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 event the beneficiary at his election may cause the trustee to foreclose this trust deed in equity as a mortgage. In the latter event the beneficiary or the trustee may advertise and cause to be recorded his written notice of default and election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall sell the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in thereof as then required by law. **IN WITNESS WHEREOF**, the grantor has signed and sealed this instrument on this 26th day of May, 1987, at the County of Santa Clara, State of California.

13. Should the beneficiary elect to foreclose by advertisement and sale the mortgage provided in ORS 86.740 to 86.795, then after default at any time prior to live 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 sum of the principal and interest then due under the terms of the trust deed and the expenses incurred by the beneficiary or his successors in interest in enforcing the terms of the obligation and trust deed, and the attorney's fees not exceeding the amounts provided by the trust deed, other than such portion of the principal as would not then be due, if no default occurred, and thereby cure the 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 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, at the time of sale, conduct an auction to the highest bidder, with the purchase money, payable at the time of sale. Trustee shall deliver to the purchaser a deed, with or without any covenant or warranty, express or implied, of the recitals in the deed of any matters of fact shall be conclusively proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale, provided herein, trustee

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 any reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsisting 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 trustee appointed hereunder. Upon such appointment made without the consent of the trustee named herein, the trustee so named without conveyance to the successor trustee, the latter shall succeed to all title, powers and duties conferred upon and by the trustee herein named or appointed hereunder. Each such appointment of a successor trustee and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of recording, and the instrument shall be filed in the office of the County Clerk or Recorder of the county or counties in which the property is situated, and shall be conclusive proof of proper appointment of the successor trustee, and

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)* ~~grantee~~ grantee ~~shall~~ shall ~~the~~ the ~~product~~ product ~~of~~ of ~~the~~ the ~~land~~ land ~~represented~~ represented ~~by~~ by ~~the~~ the ~~above~~ above ~~described~~ described ~~note~~ note ~~and~~ and ~~this~~ this ~~trust~~ trust ~~deed~~ deed ~~are~~ are ~~for~~ for ~~business~~ business ~~or~~ or ~~commercial~~ commercial ~~purposes~~ purposes ~~other~~ other ~~than~~ than ~~agricultural~~ agricultural ~~purposes~~ purposes ~~for~~ for ~~an~~ an ~~organization~~ organization ~~or~~ or ~~(even~~ (even ~~if~~ if ~~grantor~~ grantor ~~is~~ is ~~a~~ a ~~natural~~ natural ~~person)~~ person) ~~are~~ are ~~for~~ for ~~business~~ business ~~or~~ or ~~commercial~~ commercial ~~purposes~~ purposes ~~other~~ other ~~than~~ than ~~agricultural~~ agricultural ~~purposes~~ 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-Mess 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-Mess 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) ss
July August 30, 19 84

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

(OFFICIAL
SEAL)

My commission expires:

and acknowledged the foregoing instru-
their voluntary act and deed.

Refer me

Notary Public for Oregon

My commission expires: 8/27/87

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. 581-11

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

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 31 day of July, 1984, at 8:33 o'clock A. M., and recorded in book/reel/volume No. M84 on page 12884 or as document/fee/file/instrument/microfilm No. 39375.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By Ram Smith Deputy

AFTER RECORDING RETURN TO

March 1, 2014

32242

Fee: \$8.00.0000