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## TRUST DEED

Vol. 155 Page 190

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THIS TRUST DEED, made this 2nd day of January 1977, between

CHESTER I. KEZER and BILLIE J. KEZER, husband and wife

as Grantor, ASPEN TITLE & ESCROW, INC.

VIRGINIA R. TURNER

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 in Block 215 MILLS SECOND ADDITION TO THE CITY OF Klamath Falls, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF EQUITABLE SAVINGS AND LOAN ASSOCIATION.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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 FIFTEEN THOUSAND SEVEN HUNDRED FIFTY and NO/100 - - - - - (\$15,750.00) - - - - - 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 at maturity.

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.

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 nor to commit or permit any waste of said property.

2. To complete, 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, restrictions and restrictions affecting said property, if the beneficiary so requires, in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for same in the proper public office or offices, as well as the cost of all legal expenses made by him, officers or managing 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 INSURABLE EVENTS, as written in policies acceptable to the beneficiary, with loss payable to the beneficiary, a policy of insurance shall be delivered to the beneficiary as soon as practicable after the date hereof, and 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 period 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 retained by grantor. Such application or retainage shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep and premises free from construction, less 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 receipt therefor to grantor, should the grantor fail to make payment of any taxes, assessments, insurance premiums, fees or other charges payable to grantor, either by direct payment to grantor or by providing grantor with funds with which to make such payment, beneficiary may, at its option, make payment thereof 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 to 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, tender all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 attorney fees actually incurred.

6. To appear in and defend any action or proceeding purposing to affect the security rights of grantor, beneficiary or trustee, and in any suit or 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 fees, the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed 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 appellate court shall adjudicate reasonable as the beneficiary or trustee's attorney's fees on such appeal.

It is mutually agreed that:

7. 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 received as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and any balance left 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.

8. At any time and from time to time upon written request of beneficiary, payment of its fee and presentation of this deed and the note for endorsement (in case of full recoveries, for cancellation), with or without the liability of any person for the payment of the indebtedness, trustee shall

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is a member of the Oregon State Bar, a bank, trust company or savings and loan subject to authority to do business under the law of Oregon or the United States, or the trustee company managing trust funds, the United States or any agency thereof, or an escrow agent licensed under ORS 846.010 to 846.050.

13. Upon default by grantor in payment of any indebtedness secured by or in his possession of any agreement hereunder, the beneficiary may at any time with or without notice in person or by letter to a receiver to be appointed by a court, and with or without the advice of an attorney, or the independent beneficiary secured under whom and take possession of said property and have the same held in his name and otherwise collect the rents, issues and profits including those past due and unpaid, and apply the same, taxes, fees and expenses of collection and collection, including reasonable attorney fees, and interest accrued thereby, and in such order as beneficiary may determine.

14. The entering upon and taking possession of said property, the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as at present, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. Upon default by grantor in payment of any indebtedness secured by or in his possession of any agreement hereunder, the beneficiary may, except the beneficiary at his option, sue and proceed 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 foreclose whereupon the trustee shall set 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 846.760.

16. 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 or the trustee's sale, the grantor or other person so provided by ORS 846.760, 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 obligations 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 thirty days thereafter in which event all legal, rate, proceedings shall be dismissed by the trustee.

17. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of 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 in the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser his deed in form as required by law concerning the property so sold, but without any covenant or warranty, express or implied. The trustee in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

18. 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 attorney's fee by trustee's attorney, (2) in the obligation secured by the trust deed, (3) any persons having interest therein subsequent to the interest of the trustee in the trust deed as their interests may appear in the course of their suits, and (4) the surplus, if any, to the grantor or to a successor in interest entitled to such surplus.

19. For any reason permitted by law, beneficiary may from time to time appoint a successor of successors to any trustee named herein or any successor trustee appointed hereunder, in such manner and without notice to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and succession 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.

20. Trustee accepts this trust when it is duly executed and acknowledged to public record as provided by law. Trustee is not obligated to notify any party hereto of cancellation 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 an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, insures 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 (c) 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 it at no time.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

1982-80-4901

) ss.

STATE OF OREGON,

County of Klamath ) ss.  
January 14, 1985.

Personally appeared the above named

Chester J. Kitzer  
T. Bliffet Jr. Kitzer

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

Before me:

(OFFICIAL SEAL) Notary Public for Oregon

My commission expires:

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

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE  
To be used only when obligations have been paid.

, Trustee

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 sum 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. 881-1)

STEVENS-NESS LAW FIRM, PORTLAND, OREGON

Grantor

SPACE RESERVED  
FOR  
RECOG'D'S USE

STATE OF OREGON.

) ss.

Counties 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 of document file instrument/mortgage No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By

Deputy

AFTER RECORDING RETURN TO  
Aspen Title  
Attn: Collection Dept.

## EXHIBIT "A"

THIS DEED OF TRUST IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE TRUST DEED NOW OF RECORD DATED MARCH 31, 1971 AND RECORDED APRIL 7, 1971 IN BOOK M-71 AT PAGE 2944 IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, IN FAVOR OF EQUITABLE SAVINGS AND LOAN ASSOCIATION, AN OREGON CORPORATION, AS BENEFICIARY, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. VIRGINIA R. TURNER, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF EQUITABLE SAVINGS & LOAN ASSOCIATION, AND WILL SAVE TRUSTORS HEREIN, CHESTER J. KEZER AND BILLIE J. KEZER, HUSBAND AND WIFE, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.



Filed for record at request of

on the 7th day of January A.D. 19 85  
at 10:44 o'clock A M, and duly  
recorded in Vol. M35 of Mortgages  
190

EVELYN B. EHN, County Clerk

By [Signature] Deputy

Fee 13.00