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MTR 149  
TRUST DEED

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1093

THIS TRUST DEED, made this 18th  
DOROTHY M. LYNCH

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as Grantor. MOUNTAIN TITLE CO., INC.

LINDA JOHNSON

**as Beneficiary,**

WITNESSETH:

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

The East one-half of TRACTS 48 and 49, YALTA GARDENS, according to the official plat 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 annexed or hereafter appertaining, and the rents, issues and profits thereof and all fixtures, and the same together with the said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY THOUSAND AND NO/100

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; not to commit or permit any waste of said property.

- 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 and regulations therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute and file such financial 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 demanded by the beneficiary.

[illegible]

5. To keep said property 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 the taxes, assessments and other charges become past due or delinquent and promptly to pay over receipts therefor to the beneficiary; and in the event the grantor fail to make payment of the taxes, assessments and other charges payable by grantor, the beneficiary shall, as soon as possible, make such payment, beneficiary may, at his option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured by this deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of the rights arising from breach of any of the covenants hereof and for such payment with interest as aforesaid, the property hereunder described, as well as the grantor, shall be bound to the described and the payments shall be immediately due and payable without notice, and the note and the deed 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.

attest the security rights of power, and defend any action or proceeding purporting to act in or proceeding in which the beneficiary or trustee; and in any suit, action or proceeding for the foreclosure of this deed, to pay all the expenses, including attorney's fees, and the beneficiary's or trustee's attorney's fees, incurred by the trial court and in the event of an appeal from any such decision shall be paid by the trial court, grantor further agrees to appeal from any judgment or decision of the trial court reasonable as to the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

**It is mutually agreed that:**

1. 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 any portion of the monies payable in compensation for such taking, which are in excess of the amount required to reimburse said estate, proceedings and attorney's fees, be paid or applied to the first upon any such payment, shall be paid to beneficiary, both in the trust and separate accounts, necessarily incurred by beneficiary in the trust and separate accounts, necessarily incurred by beneficiary hereunder and under the balance applied upon the beneficiary and execute such instrument as may 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 the fullness 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 thereon; (d) reconvey without warranty, all or any part of the property to grantee in any reconveyance without warranty, all or any part of the property 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 paid by the grantor.

10. \_\_\_\_\_, if any, shall be the trustee of the \$\_\_\_\_\_ of any of the time without notice, either in person, by agent or by a duly authorized attorney-in-fact, to the satisfaction of the creditor, and the creditor may at any time, by a court, and without regard to the adequacy of any security, cause to be sold, or any part thereof, in its own name, and take possession of said property, and the proceeds thereof, and the creditor may otherwise collect the rents, profits, costs and expenses, including those past due and unpaid, and apply the same, and the creditor may operate and collect, including the same, and the creditor may determine.

[illegible]

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 so due hereby immediately due and payable. The beneficiary in equity as a mortgage or direct trustee may proceed to foreclose this trust deed, an advertisement and sale. In the latter event the trustee to foreclose this trust deed by and cause to be recorded his written notice of default and the trustee shall to sell the property described herein. In the event of default and his election hereby whereupon the trustee shall fix the time and place of such foreclosure sale thereof as then required by law. The trustee may proceed to foreclose this trust deed in the manner provided in ORS 86.735, 86.736, 86.737, 86.738, 86.739, 86.740, 86.741, 86.742, 86.743, 86.744, 86.745, 86.746, 86.747, 86.748, 86.749, 86.750, 86.751, 86.752, 86.753, 86.754, 86.755, 86.756, 86.757, 86.758, 86.759, 86.760, 86.761, 86.762, 86.763, 86.764, 86.765, 86.766, 86.767, 86.768, 86.769, 86.770, 86.771, 86.772, 86.773, 86.774, 86.775, 86.776, 86.777, 86.778, 86.779, 86.780, 86.781, 86.782, 86.783, 86.784, 86.785, 86.786, 86.787, 86.788, 86.789, 86.790, 86.791, 86.792, 86.793, 86.794, 86.795, 86.796, 86.797, 86.798, 86.799, 86.800, 86.801, 86.802, 86.803, 86.804, 86.805, 86.806, 86.807, 86.808, 86.809, 86.810, 86.811, 86.812, 86.813, 86.814, 86.815, 86.816, 86.817, 86.818, 86.819, 86.820, 86.821, 86.822, 86.823, 86.824, 86.825, 86.826, 86.827, 86.828, 86.829, 86.830, 86.831, 86.832, 86.833, 86.834, 86.835, 86.836, 86.837, 86.838, 86.839, 86.840, 86.841, 86.842, 86.843, 86.844, 86.845, 86.846, 86.847, 86.848, 86.849, 86.850, 86.851, 86.852, 86.853, 86.854, 86.855, 86.856, 86.857, 86.858, 86.859, 86.860, 86.861, 86.862, 86.863, 86.864, 86.865, 86.866, 86.867, 86.868, 86.869, 86.870, 86.871, 86.872, 86.873, 86.874, 86.875, 86.876, 86.877, 86.878, 86.879, 86.880, 86.881, 86.882, 86.883, 86.884, 86.885, 86.886, 86.887, 86.888, 86.889, 86.890, 86.891, 86.892, 86.893, 86.894, 86.895, 86.896, 86.897, 86.898, 86.899, 86.900, 86.901, 86.902, 86.903, 86.904, 86.905, 86.906, 86.907, 86.908, 86.909, 86.910, 86.911, 86.912, 86.913, 86.914, 86.915, 86.916, 86.917, 86.918, 86.919, 86.920, 86.921, 86.922, 86.923, 86.924, 86.925, 86.926, 86.927, 86.928, 86.929, 86.930, 86.931, 86.932, 86.933, 86.934, 86.935, 86.936, 86.937, 86.938, 86.939, 86.940, 86.941, 86.942, 86.943, 86.944, 86.945, 86.946, 86.947, 86.948, 86.949, 86.950, 86.951, 86.952, 86.953, 86.954, 86.955, 86.956, 86.957, 86.958, 86.959, 86.960, 86.961, 86.962, 86.963, 86.964, 86.965, 86.966, 86.967, 86.968, 86.969, 86.970, 86.971, 86.972, 86.973, 86.974, 86.975, 86.976, 86.977, 86.978, 86.979, 86.980, 86.981, 86.982, 86.983, 86.984, 86.985, 86.986, 86.987, 86.988, 86.989, 86.990, 86.991, 86.992, 86.993, 86.994, 86.995, 86.996, 86.997, 86.998, 86.999, 87.000.

13. Alter the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so provided for in ORS 87.753, may cure the default. If the default consists of a failure to pay, when due, the entire amount due the trust deed, the default may be cured by paying the debt not then due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person electing the cure shall also pay the beneficiary all costs actually incurred in enforcing the obligation or the trust deed together with trustee's and attorney's fees not exceeding the amount of the cure by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale, the time to which said sale may be postponed as provided by law. The trustee shall sell the property either in one or in separate parcels and shall sell the parcels in such order as he shall deliver to the purchaser its deed, payable at the time of sale. Trustee shall sell the same, but without any covenant or warranty by law conveying the same, and without any warranty of fact shall be conclusive proof of the truthfulness thereof. Any purchase of the property by the trustee, but including the grantor, and his 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 property in the order of their priority, and (4) the balance to the beneficiaries, if any, to the grantor or to his successor in interest, if any, in the surplus.

16. Beneficiary may from time to time appoint a successor or successors. Upon naming herein or to any successor trustee appointed hereunder, the latter shall be deemed, and without conveyance to the successor, any trustee herein named or appointed in all title, powers and duties conferred by substitution shall be made by written instrument. Each such appointment which is recorded in the mortgage records of the counties in which the property is situated, shall be conclusive proof of proper appointment in 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 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)\* 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 Klamath } ss.  
January 18th, 1985

Personally appeared the above named

DOROTHY M. LYNCH

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/16/87

[ORS 93.493]

STATE OF OREGON, County of \_\_\_\_\_ ss.  
\_\_\_\_\_, 19\_\_\_\_

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.

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. 881-1)

STEVENS-NESS LAW PUB. CO. PORTLAND, ORE

Dorothy M. Lynch

Grantor

Linda Johnson

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 18th day of January, 1985, at 3:06 o'clock P.M., and recorded in book/reel/volume No. M85 on page 1093 or as document/fee/file/instrument/microfilm No. 45197, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By Berntha A. Biehn, Deputy

Fee \$9.00