

47614

ATC 28657

PRINT NUMBER

3654-402033

DATE OF THIS DEED OF TRUST
April 9, 1985

GRANTOR(S):

GRANTOR(S):

(1) Ronald G. Williams

(2) Denise R. Williams

Age: 50

Age: 44

TRANSAMERICA
ADDRESS: 707 Main St. (P.O. Box 1269)
CITY: Klamath Falls, OR 97601

ADDRESS: P.O. Box 136
CITY: Midland, OR 97634

CITY: Aspen
NAME OF TRUSTEE: Aspen Title

THIS DEED OF TRUST SECURES FUTURE ADVANCES

NAME OF TRUSTEE: Aspen Title

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 26169.95 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath :

See Attached EXHIBIT "A"

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described and are hereby pledged to hereinafter as the "premises".

Together with all buildings and improvements thereon, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, air-conditioning equipment used in connection therewith, all of which are hereby conveyed unto said trustee and his heirs, executors, administrators and assigns forever, together with all the rights, privileges and appurtenances following, and none other.

described, all of which is referred to hereinafter as the "premises".

bequeathed real property is not currently used for agricultural, timber or grazing purposes.

use the same with or without taking possession upon said premises and/or to

[illegible][illegible]

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges
SECOND: To the payment of interest due on said loan.
THIRD: To the payment of principal.

The full value of all improvements for the protection of Beneficiary's favor against fire

(Signature)

with interest thereon, and the obligation secured hereby shall be levied and enforced by the FIRST: To the payment of taxes and assessments that may be levied and assessed against the premises and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of the interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust, in the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale, (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt secured hereby; or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first interest, or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes, liens and assessments without determining from the date of payment at the agreed rate; and (c) such disbursements shall be added to the unpaid balance of the obligation secured by this Trust and shall bear interest from the date of payment or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or good condition and repair, not to commit or suffer any waste or to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises, to complete regulations of the proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises, to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor. (5) That he will pay, promptly, the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (6) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and seal of office, this 1st day of January, 1961.

WITNESSES: _____

AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due in accordance with any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any claim against the premises, then all sums owing by the Grantor(s) to the Beneficiary shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary shall be entitled to the benefits of the provisions hereof, and

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien, claim against or interest in the premises; then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary may, execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give notice thereof as required by law.

(2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the trust property, or any part of it, any Beneficiary under the Trustee's sale if the power of sale therein is to be exercised, may pay to the Trustee, at any time prior to the time and date set by the Trustee for the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of Default and Notice of Sale, having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The records in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other indebtedness, including the balance of the loan secured by the Deed, and (4) the balance of the proceeds, if any, to the person or persons legally entitled thereto; or the Trustee, in its discretion, may deposit the balance of the proceeds in a bank or banks, in which the sale took place.

ORIGINAL

12-391 (Rev. 2-84)

[illegible]

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the County of San Diego, California, a written instrument, which shall be executed and acknowledged, and notice of which shall be given and proof thereof made, in the manner provided by law, to the Trustor(s) and the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law, to the Trustor(s) and the Trustee named herein or of any successor Trustee. The Trustor(s) shall reconvey to said Trustor(s) the above-described premises according to the terms of the instrument appointing the successor Trustee.

(6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(6) Upon payment in full by said Grantor(s) of his indebtedness to Beneficiary, Beneficiary shall be entitled to all law.

(7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the

obligation secured by this Deed of Trust.

(8) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(9) Notwithstanding anything in this Deed of Trust, the Promissory Note secured hereby to the contrary notwithstanding, this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(9) Notwithstanding anything to the contrary contained herein, no obligation shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent provided herein, and any provision to the contrary shall be of no force or effect.

(10) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.

(11) Invalidation or unenforceability of any provision herein shall not affect the validity and enforceability of any other provisions.

(11) Invalidity or unenforceability of any provisions herein shall not affect any provision or portion thereof which may remain enforceable.

(12) Trustee accepts this Trust when this Deed of Trust duly executed and acknowledged, is made a public record as provided by law. Trustee is not required to execute any other documents for recording purposes.

(13) If any party hereto, pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee, fails to appear at the Public Sale, the Public Sale of the Property shall proceed pursuant to any notice of sale previously given to notify any party hereto of pending sale under any other Deed of Trust and of any Notice of Default and of any Notice of Sale hereunder he mailed to the party, unless brought by Trustee, and in favor of the Beneficiary, upon reaching payment of any mortgage, proceeds are and throughout the term of the present sale.

(13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

him at the address hereinbefore set forth.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Finally, the last step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking the progress of the plan to ensure that the problem is being addressed effectively.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date April 9, 1985

Signed, sealed and delivered in the presence of: *Donald E. Williams* (SEAL)

Witness _____

Grantor-Borrower

[illegible]

County of **Clatsop**, State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk.

9th day of **April**, 1968, at New York City, New York, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

TO REJECT THE SECRET, HEREOF, OF THE COVENANT, and Denise R. Williams

voluntary act and deed.

acknowledged the foregoing instrument to be his act and deed and that he executed the same for the purposes and consideration therein expressed. He has not been declared incompetent or otherwise adjudged incapable of managing his person or his property.

Before me: Walter C. Fair My Commission expires 12-21-87

(SEAL) **MARY C. WEAVER**
NOTARY PUBLIC OREGON

TO TRUSTEE: LORE My Commission Expires 12-27-82 REQUEST FOR FULL RECONVEYANCE Dated 12-27-82

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums due to the undersigned are hereby assigned, sold, transferred, conveyed, and assigned to the undersigned, to be paid to the undersigned, without warranty, to the parties designated by the terms of said Deed of Trust, the estate of the undersigned, or to any of the undersigned's assigns, heirs, or assigns, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by this Deed of Trust, and to issue a deed of release, satisfaction, and discharge of the indebtedness secured by this Deed of Trust, to the undersigned, or to any of the undersigned's assigns, heirs, or assigns, as requested.

and you are required to execute and deliver to the undersigned, without delay, a deed of trust, delivered to you herewith and to reconvey, without delay, to the undersigned, the property described in the foregoing, together with the property described in the deed of trust, delivered to you under the name of _____, which deed of trust shall contain the following provisions: _____

Mail Reconveyance to: [redacted] [redacted]

15. The purpose of this report is to provide information on the activities of the [redacted] in the [redacted] area. The [redacted] has been identified as a [redacted] and is currently [redacted]. The [redacted] has been identified as a [redacted] and is currently [redacted]. The [redacted] has been identified as a [redacted] and is currently [redacted].

By _____

By _____
_____ before reconveyance will be made.

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance.

256 WISCONSIN EXHIBIT 174

ST. _____
wa _____
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BY _____

OFFICE OF THE ATTORNEY GENERAL

CONFIDENTIAL

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DATE: 08/19/2009
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PROPERTY OF THE U.S. DEPARTMENT OF THE INTERIOR

DEED OF EJECTMENT AND VOUCHER

1950

EXHIBIT "A"

5148

Lots 12 through 20, Block 13, All Block 12 EXCEPT Lot 3 thereof, MIDLAND, in the County of Klamath, State of Oregon, Tracts 46 through 71, lying East of 1st Street, FIRST ADDITION TO MIDLAND; Lots 1, 13, 14 and 15, Block 6; Lots 1 through 16, Block 7; Lots 1 through 16, Block 8; Lots 1 through 7 and Lots 9 through 16, Block 9; Lots 15 and 16, Block 10; Lots 1 through 6 and Lots 8 through 15, Block 11; Lots 1 through 16, Block 12; Lots 1 through 16, Block 13; Lots 1 through 8, Block 14; Lots 1 through 8, Block 15; Lots 1 through 8, Block 16, All MIDLAND HEIGHTS ADDITION TO MIDLAND. (Those portions of the above described plats being now vacated).

TOGETHER WITH those portions of the vacated streets and alleys included in and adjacent to the plats in the herein above description innuring thereto by law.

EXCEPTING THEREFROM parcels deeded to Charles Raymond Gray and Grace Ellen Gray, husband and wife, by deed dated July 18, 1958, recorded July 23, 1958 in Volume 301 at page 216 and in Volume 350 at page 303, Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM any portion of the above described tract of land conveyed to the State Highway Department by deed recorded March 13, 1969 in Book M-69 at page 1827, Microfilm Records.

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 9th day of April A.D. 19 85
at 3:47 o'clock P M, and duly
recorded in Vol. M85 of Mortgages
Page 5146

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 13.00