

49651

19 85, between

JANET KLOPFENSTEIN

as Beneficiary,

WITNESSETH:

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

Grantor irrevocably grants, bargains, sells and conveys
in _____ County, Oregon, described as:
Klamath _____
_____ ADDITION TO THE CITY OF KLAMATH FALLS, in the County

PARCEL 1: Lot 6, Block 27,
of Klamath, State of Oregon.

PARCEL 2: A tract of land being a portion of the East 100 feet of Lot 5, Block 25, HILLSIDE ADDITION to the City of Klamath Falls, being more particularly described as follows: Beginning at a point on the South line of said Lot 5, from which the Southeast corner thereof lies 48.3 feet; thence Northerly, at right angles to said South line, 2 feet; thence Westerly parallel to said South line 9 feet; thence Southerly at right angles to said South line, 2 feet to said South line; thence Easterly along said South line 9 feet to the point of beginning.

angles to said
line 9 feet to the point of beginning.
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.

IN WITNESS WHEREOF I have hereunto set my hand and seal at New York City, New York, this _____ day of _____, 19____.

DEED NO. 100-_____-

NOTARY PUBLIC IN AND FOR THE STATE OF NEW YORK

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOURTEEN THOUSAND EIGHT HUNDRED TWENTY-FIVE AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, it

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment
not sooner paid, to be due and payable per terms of note _____, 19____
date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
described herein, or any part thereof, or any interest therein is sold, agreed to be
obtained the written consent or approval of the beneficiary.
expressed therein.

note of even date herewith, payable to beneficiary or order and _____, 19____, per terms of note _____, not sooner paid, to be due and payable _____ secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or otherwise, shall become immediately due and payable.

then, at the beneficiary's option, all obligations secured by this instrument shall become immediately due and payable.

The above described real property is not subject to any other lien or claim of any person or entity.

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 not to 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, or when due all costs incurred therefor.

[illegible]

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 \$ _____, to be written in the latter; all monies acceptable to the beneficiary, with loss payable to as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall fail for any reason to procure any such insurance and to deliver said policies of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount of such insurance shall be collected under and in such order as beneficiary may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any other provision hereof. The beneficiary shall be free from construction liens and to pay a

any party thereto waive any default or notice of default 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 due or delinquent and promptly deliver receipts therefor to the beneficiary should the grantor fail to do so; the payment of any taxes, assessments, insurance premiums, liens and other charges payable by grantor either to beneficiaries or to third parties shall be paid by the beneficiary with which to make such payment or by providing beneficiary with funds with which to make such payment; beneficiary may, at its option, make payments in the note secured by the amount so paid on 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, with interest as aforesaid, and to the covenants hereof and for such purposes, as well as the grantor, shall be bound to the extent that they are bound for the payment of all obligations hereinbefore described, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and incur 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.

7. To appear in 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, action or proceeding to pay all costs and expenses, the attorney for the foreclosure of this mortgage, beneficiary or trustee's attorney, shall be entitled to the production of all evidence, including evidence of title and the beneficiary's or trustee's attorney's fees, including evidence of title and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph from any judgment or decree of the 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'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 right, if it so elects, to require that all or any portion of the amount so required as compensation for such taking, which is in excess of the amount so paid or as compensation for such taking, expenses, and attorney's fees necessary and to pay all reasonable costs, expenses, and attorney's fees, shall be paid to beneficiary and by grantor in such reasonable costs and expenses and incurred by beneficiary by it first upon any such proceedings, necessarily paid or incurred by beneficiary in the trial and appellate courts, and the balance applied upon the indebtedness of 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. Any time and from time to time upon written request of beneficiary, the time and from time to time upon this deed and the note for

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible]

10. 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 without regard to the adequacy of said possession of said property pointed by a court, enter upon and take possession of said property, the indebtedness thereby secured, its own name and otherwise collect the rents, profits or any part thereof, in its own name and unpaid, and apply the same, after payment of its costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereunder, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release of the fund as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

13. After the trustee has commenced foreclosure by advertisement and the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, then due, the default or defaults, if the default may be cured by paying the amount secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than the portion that is capable of cure, if no default occurred. Any other performance required under the trust deed may be cured by tendering in addition to curing the default the amount of the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

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 sell the parcel or parcels in one or more parcels or in separate parcels, payable at the time of the auction to the highest bidder in cash, payable at the time of law conveying the property to the purchaser in cash in full in form as required by law, shall deliver to the purchaser without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any purchase at the sale of the property by the grantor or beneficiary, may pursuant to the powers provided herein, trustee

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein, with or without conveyance to said successor or successors, of all the duties and powers conferred upon the trustee under. Upon such appointment, the trustee shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed by the instrument executed by beneficiary or upon the trustee named or appointed by the instrument executed by beneficiary in, to, for and substitution shall be made of record in the county of the county in which, when recorded, the mortgage is situated, shall be conclusive proof of proper appointment which the predecessor trustee, by executing this deed, duly executed 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 action or proceeding in which grantor, beneficiary or trustee is brought by trustee.

acknowledged is in favor of any party hereto of pending grant, beneficiary or trustee obligated to notify any party or proceeding in which grantor, beneficiary or trustee 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.

_____ is an active member of the Oregon State Bar, a bank, trust company or company authorized to insure title to real estate in Oregon for a fee of \$60.585.

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 696.553.

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 except none and that he will warrant and forever defend the same against all persons whomsoever.

8627

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, for a corporation, for a partnership, for a 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 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.)

Paul A. Barker
PAUL A. BARKER
Anselma O. Barker
ANSELMA O. BARKER

STATE OF OREGON,

County of Klamath } ss.
June 10, 1985

Personally appeared the above named
PAUL A. BARKER and ANSELMA O.
BARKER, husband and wife

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

(OFFICIAL SEAL)

Before me:
Trustie L. Redd
Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____, 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

TRUST DEED

(FORM No. 881)

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

Paul A. Barker & Anselma O. Barker

Janet Klopfenstein

Grantor

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE CO., INC.

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 10th day of June, 1985, at 2:48 o'clock P.M., and recorded in book/reel/volume No. 8626 or as fee/file/instrument/microfilm/reception No. 49651, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By _____ TITLE
Deputy