

52100

TRUST DEED No. 2 Vol. M85 Page 12845

THIS TRUST DEED, made this 15th day of August, 1985, between CHARLES S. ALEXANDER, a single man

as Grantor, ASPEN TITLE CO., Klamath Falls, Oregon, as Trustee, and RALPH S. SCHUSTER and/or GERT SCHUSTER, husband and wife, and/or SUSAN M. CAPOBIANCO, their daughter, a single woman in JT-OWN-RT-SURVSP 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: Beginning at a point on the North Line of Home Avenue, 50 feet East from the Southeast corner of Lot 1 in Block 25 of INDUSTRIAL ADDITION TO KLAMATH FALLS, OREGON; thence Easterly along the North Line of Home Avenue 50 feet; thence due North to the South Line of the right of way of the main canal of the U.S.R.S.; thence Northwesterly along the Southerly Line of said right of way to a point due North of the point of beginning; being a portion of a part of the NE 1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, lying South and West of the main canal of the U.S.R.S.

Not currently used for Agricultural, Timber, or Grazing purposes. The Appliances, to wit: one free-standing electric washer, one free-standing electric dishwasher, one free-standing electric stove, one free-standing electric refrigerator/freezer, one free-standing electric dryer, all drapes, curtains, etc.

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, and including all screens and storms, etc.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWO-THOUSAND NO/100 DOLLARS (\$ 2,000.00)

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 in monthly payments of \$ 25.00 until fully discharged

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. 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 herein, shall become immediately 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; 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 thereto, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing 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 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 beneficiary may from time to time require, in an amount not less than \$ _____ written in companies acceptable to the beneficiary, with loss payable to the beneficiary; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at the 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 released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises 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 such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, the beneficiary, by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured 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 for such payments, with interest as aforesaid, the property heretofore 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, render all sums secured by this trust deed immediately due and payable and 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.

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 for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's 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 adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and 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 secured hereby, shall be made to the beneficiary, without affecting the liability 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) recovery, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons 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 not less than \$5.

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 by a court, and without regard to the adequacy of any security for the debt hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, 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 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 an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall to sell the said described real property, to satisfy the obligation secured hereby whereupon the trustee shall fix 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 86.735 to 86.795.

13. After 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 privileged by ORS 86.753, may cure sums secured by this trust deed, the default consists of a failure to pay, when due, the entire amount due to the trustee, the default may be cured by paying the 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 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 at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but 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 person, excluding the trustee, but including the grantor and 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 surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of 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.

EXHIBIT A is attached hereto and is hereby incorporated and made part of this Trust Deed as if fully set forth herein. In the event of the grantor's desire to sell this property to another party or parties, the beneficiary reserves the right to elect payment in full of all of the principal and interest due at the time of such sale, or, at his option and with written permission, to continue this Trust Deed with the new grantor(s) under identical or altered terms.

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 excepting an existing first mortgage Trust Deed held by First Federal Savings & Loan Association, which will remain the obligation of the Beneficiary And a First Lien Trust Deed in the amount of \$ 24,500.00 held by the Beneficiary, payable together with the payments of this Trust Deed 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).

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.)

Charles S. Alexander
CHARLES S. ALEXANDER

STATE OF OREGON,)
County of KLAMATH) ss.
August 15th, 19 85.

Personally appeared the above named
CHARLES S. ALEXANDER, a single
man

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:

(OFFICIAL SEAL)

Before me:

Robert A. Tucan
Notary Public for Oregon

My commission expires: 10-13-86

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires:

EXHIBIT A: insertion: paragraph 13 no. (3a) In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said property and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

paragraph 18 That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premiums while the indebtedness secured hereby is in effect, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note(s) or obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/12th of the taxes, assessments, and other charges due and payable with respect to said property within each 12 months and also 1/12th of the insurance premium payable with respect to said property within each 12 months while this Trust Deed is in effect as estimated and directed by the beneficiary. Beneficiary shall furnish to the grantor a receipted copy of taxes paid on said property and a receipted copy of a policy of insurance paid on said property. Beneficiary will furnish the grantor with a summary statement showing detailed information of credits and expenditures on behalf of the grantor and also showing the status of the impound balance. Beneficiary will inform the grantor of any changes, and the reasons therefore in the amounts of the monthly impound payments required during the following 12 months (if applicable).

TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

RALPH S. SCHUSTER

8533 E VIRGINIA

SCOTT 2500 AL 85257

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of _____) ss.

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 _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

No. 2

KLAMATH FALLS, OREGON, AUGUST 15th 1985

\$ 2,000.00

FOR VALUE RECEIVED, I promise to pay in lawful money of the United Staes, into the First Federal Savings and Loan Association of Klamath Falls, Oregon account No.71020411 for the benefit of :

RALPH S. SCHUSTER, husband, and/or GERT SCHUSTER, his wife, and/or
SUSAN M CAPOBIANCO, their daughter, a single woman, in joint ownership
with right of survivorship,

the holder(s) of this note, the sum of: TWO-THOUSAND NO/100DOLLARS (\$ 2,000.00)
Dollars (\$) together with interest thereon from date thereof, computed on monthly
balances, at the rate of 10½ per cent per annum until paid in full.

Payment of this note shall be made in consecutive monthly payments of \$ 25.00 on or before the
15th day of each calender month, commencing with the month of August 1985.

Each installment shall be applied first, in payment of interest accrued to the date thereof,
second, in payment of late fees (if applicable), and third, in the reduction of the remaining
principal.

Should payment be received five days or thereafter of the date payments are due, a late fee in
the amount of 5 per cent of the complete monthly installment, an automatical late fee shall be
added to the principal, and shall remain until paid in full. No partial payments will be ac-
cepted, unless permission in writing is obtained from the beneficiary.

Payment with the use of non-collectable checks (NSF) will be charged with a penalty of \$100.00
or triple the amount of such (NSF) check, in accord with 1981 Oregon Law.

After a period of five (5) years has elapsed, the event of any prepayment shall not be treated
as in default at any time so long as the unpaid balance of principal, additional advances under
the instrument securing the same, and interest (and in such case accruing interest from month
to month shall be treated as unpaid principal) is less than the amount that said indebtedness
would have been had the monthly payments been made as first specified above.

The marker (borrower) of this note may, at his (her) discretion, pay any amount over and above
the regular monthly installment provided for above without penalty, at any time, however, such
payments in amounts of less than \$500.00 will be added to the impound account, amounts over
\$500.00 will be applied to reduce the remaining principal. If at any time the impound account
should accumulate a reserve of more than \$500.00 over and above the amount required at that time,
the overage shall, at the borrowers discretion be applied to the remaining principal or returned.

I further agree that upon any default upon this obligation, or the instrument securing it, in-
terest at the rate of 2 per ecnt (2%) per annum above the original rate provided herein on the
unpaid balance of this indebtedness may be charged for the period of such default. Provided how-
ever, in no event shall the total interest rate exceed the lawful rate chargeable pursuant to
the statutes of the State of Oregon. Upon any default under this obligation, or the instrument
securing it, at the option of the holder(s) of this note, the unpaid balance of this note, and
any advances made under the instrument securing it, together with the interest, shall become
due and payable, time being the essence of this contract. Any waiver of any payment hereunder
or under the instrument securing this note at any time, shall not, at any other time be taken
to be waiver of the terms of this note or the instrument securing it.

The maker(s), sureties, guarantors and endorsers of this note, jointly and severally, hereby
waive notice of and consent to any and all extensions of this note or any part thereof without
notice, and each hereby, waives demand presentment for payment, notice of non-payment and pro-
test, and any and all notice of whatever kind of nature and exhaustion of legal remedies hereon.

Any and all costs, fees, legal expenses, and etc. charges, wich may be generated in the attempt
of collecting un-paid installments due on this note shall be the sole responsibility of the
maker(s) of this note and the instrument securing it.

In this note and the instrument securing it, the singular shall include the plural and the mas-
culine shall include the feminine and the neuter. This note shall be joint and serveral obli-
gation of all maker(s), surties, guarantors and endorsers, and shall be binding upon them, and
their heirs, personal representatives and assigns.

EXECUTED THIS 15th day of August 1985

maker(s)

in Klamath Falls, Oregon.

State of Oregon,
County of Klamath,
August 15th 1985.

Personally appeared the above named CHARLES S. ALEXANDER, a single man, and
acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Notary Public.

My commission expires: 10-13-86.

12848

Evelyn Biehn County Clerk
By Pat Smith

[illegible][illegible][illegible]