

КРФНУ 52776 ОБЕСИИ 2180

TRUST DEED

Vol. M85 Page 14029

20014 THIS TRUST DEED, made this 30TH day of AUGUST, 1985, between
ALBERT F. ELLIOTT and JOSEPHINE A. ELLIOTT
as tenants by the entirety.
as Grantor, WILLIAM P. BRANDSNESS
SOUTH VALLEY STATE BANK
KLAMATH FALLS, OREGON 97601
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 345, Block 112, MILLS ADDITION TO THE CITY OF KLAMATH
in the County of Klamath, State of Oregon.

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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 thereto, together with all and singular the rights and appurtenances thereto in anywise by law or otherwise in anywise pertaining, unto the said first named party of the second part his heirs and assigns forever.

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

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 Sept. 1 1986.

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, on which the final installment of said note 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 above herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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 thereon, 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.

beneficiary. 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 insured premises owner or owners may incur an amount not less than \$ 5,000.00 from time to time require, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; and the grantor shall fail for any reason to procure any such insurance, shall 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 or grantor's expense. The amount collected under any fire or other insurance policy shall be applied by beneficiary upon any indebtedness secured hereby, and in such case the beneficiary may make any release, or at option of beneficiary the entire amount to collect on any part thereof, and any release, to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

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 assessments and other charges become past due or delinquent and promptly defend and pay for all suits, judgments, insurance, judgments, liens or other charges payable by grantor, either by direct payment or by making 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 together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be set off 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 payments arising from breach of any of the covenants herebefore described, as well as the grantor, as aforesaid, the property to the extent that they are bound for the payment of the obligations herein secured, and the payments shall be immediately due and payable with interest at notice, and the nonpayment of any of the obligations herein secured under all sums secured by this trust deed shall, at the option of the beneficiary, constitute a breach of this trust deed, and immediately due and payable and

6. To pay all costs, fees and expenses of this trust including the cost title search as well as the other costs and expenses of the trustee incurred connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible]

It is mutually agreed that:

[illegible]

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 reimbursement (in case of full reconveyances, for cancellation), without affecting 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 agreement affecting this deed or the lien or claim thereof; (d) recover, without prejudice, all or any part of the property. The grantee, in any recovery may, and shall be deemed to have, the right to be legally entitled thereto, and the recitals thereof as the "person or persons entitled to the property" shall be deemed to be the "person or persons entitled to the property." The recitals of the facts and circumstances of the services mentioned in this paragraph shall be not less than \$5,000.00.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to grantor, enter upon and take possession of any property pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, and upon and take possession of said property or any part thereof, in its own name and without collect the rents, issues, costs and expenses of operation; and collection, including 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 notice by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may cause to foreclose this trust deed as a mortgage or direct the trustee to do so; exercise this trust deed by advertisement and sale. In the latter event the beneficiary shall cause to be recorded his written notice of default and the trustee shall sell to satisfy the said debt the 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 cause the same to be sold and conveyed in the manner provided in ORS 86.735 to 86.785.

13. After this trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days after the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86-16-13, may cure the default by tendering to the trustee the amount of the principal of the sums secured by the trust. If the default consists of a failure to pay, the entire amount due at the time of the default may be cured by paying the sums then due had no default occurred. Any other portion as would be due after the date of the default may be cured by tendering the obligation or trust deed secured by the performance required under the default, the person electing the cure, in addition to curing the default or expenses actually incurred in enforcing the obligation or trust deed by law. The trustee's fees in enforcing the obligation or trust deed shall not exceed the amount of the sums tendered to cure the default.

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 sale may be sold in one parcel or in parcels and shall sell the parcel or parcels in such a manner as to produce the highest price for the same. The trustee shall deliver to the purchaser its deed in form at the time of sale. Trustee shall not be bound to accept any offer or bid made at the sale, conveying the recitals in, but without any covenant or warranty, or approval of the truthfulness thereof. Any person matters of fact shall be conclusive proof of the title of the 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 the 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, as their interests may appear in the order of their priority and (4) the principal, if any, to the grantor or to his successor in interest entitled to the proceeds.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or without appointment of a successor. Upon such appointment, and without conveyance to the successor trustee herein named or appointed hereunder, the powers and duties conferred upon the trustee herein named or appointed hereunder by this appointment shall, when recorded, be made by written instrument executed by the beneficiary, 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 or of any action or proceeding in which grantor, beneficiary or trustee 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.

14030
The grantor covenants and agrees to and with the beneficiary, and those claiming under him, that he is law-fully 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:
(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, 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 Trust-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

AUGUST 30, 1985

Personally appeared the above named

ALBERT F. ELLIOTT AND JOSEPHINE A. ELLIOTT

and (acknowledged the foregoing instrument to be THEIR voluntary act and deed.

Before me, Terrie L. Stodol
(OFFICIAL SEAL) Notary Public for Oregon

My commission expires: 3-14-87

STATE OF OREGON, County of _____

Personally appeared _____

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:

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: _____

Beneficiary

TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK

P. O. BOX 5210

KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 3rd day of September, 1985,

at 3:38 o'clock P. M., and recorded in book/reel/volume No. M85 on page 14029 or as fee/file/instrument/microfilm/reception No. 52776, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Theresa Smith Deputy

Fee: \$9.00