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54827

THIS TRUST DEED, made this 17th day of September, 1985, between

TRUST DEED

Vol. M85 Page 17427

Richard D. Wright and Frances E. Wright
Safeco Title Insurance Company
Husband and Wife
Sears Home Maintenance Program
as Grantor,
as Trustee, and
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:
The S $\frac{1}{2}$ of Lot 3 in Block 8 of Altamont Acres, according to the
official plat thereof on file in the office of the County Clerk
of Klamath County, Oregon. EXCEPTING THEREFROM the West 5 feet
conveyed to Klamath County for the widening of Bisbee St.

which real property is not currently used for agricultural, timber or grazing purposes, 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 thereafter attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of even date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of \$ 10034.64, payable in 84 monthly installments of \$ 119.46, with an Annual Percentage Rate of 15.500%, with an Amount Financed of \$ 6025.35, and any extensions, renewals or modifications thereof; (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To protect the security of this trust deed, grantor agrees:
1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like 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; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. 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.

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

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.

6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgement of beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary and demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:
7. Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law.

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary consequent to grantor's default.

13. After a lawful lapse of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. For any reason permitted by law, the 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.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the Retail Installment 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, the grantor has hereunto set his hand and seal the day and year first above written.

M. Friend
Witness
Witness
Witness

Richard D. Wright
Richard D. Wright Grantor

Frances E. Wright
Frances E. Wright Grantor

STATE OF OREGON
County of Multnomah)
SS

Personally appeared the above named Marshall Friend
foregoing instrument to be Richard D Wright and Frances E. Wright

Before me: Shirley J. Williams voluntary act and deed.

My commission expires: 7-14-89
Notary Public

STATE OF OREGON
COUNTY OF Washington ASSIGNMENT

For value received, Sears Home Maintenance Program
assign and set over to American Savers Mortgage Corporation, an Oregon corporation, the within Trust Deed and the indebtedness secured thereby.
This 11th day of October, 19 85

Dealer Sears Home Maintenance Program
By Georgia Jo Friend

STATE OF OREGON
County of Multnomah)
SS
On this day before me appeared Georgia Jo Friend
Individual(s) Representative

(delete map or plat to which the foregoing instrument and acknowledge such execution be the free and voluntary act and deed of such person, for the use and purpose described in the foregoing instrument, and delete the following if inapplicable) and stated on oath that (s)he was authorized to execute it on behalf of the corporation.
Before me: Shirley J. Williams

My commission expires: 7-14-89
Notary Public

ASSIGNMENT - FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby sells, assigns, transfers, and sets over to American Savings & Loan Assoc., Lake Jackson, Texas, this Deed of Trust, and the Retail Installment Contract together with all of Assignor's right, title and interest in and to the other property therein described.

EXECUTED THIS 22nd day of October, 19 85

ASSIGNOR:
AMERICAN SAVERS MORTGAGE CORPORATION

By: Robert C Buxman
Robert C Buxman, Senior Vice President

STATE OF OREGON
County of Multnomah)
SS

Personally appeared the above named Robert C Buxman
foregoing instrument to be His

Before me: Shirley J. Williams voluntary act and deed.

My commission expires: 7-14-89
Notary Public

TRUST DEED

Richard D Wright and Frances E Wright
Husband and Wife

Grantor

TO

Sears Home Maintenance Program

Beneficiary

AFTER RECORDING RETURN TO:

AMERICAN SAVERS MORTGAGE CORP.
9320 S.W. Barbur Blvd.
Suite 255
Portland, Oregon 97219

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON
County of Klamath) ss.

I certify that the within instrument was received for record on the 28th day of October, 19 85, at 10:40 o'clock A M., and recorded in book M85 on page 17477
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
County Clerk Recorder

By: Pat Smith

Fee: \$9.00

Deputy

WILLIAM LEWIS EDWARDS and MARY LOUISE EDWARDS

Husband and Wife.

Mortgage to the STATE OF OREGON, requested and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath
The South 140 feet of Lot 5 in Block 6 of FIRST ADDITION TO WEST HILLS HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

to secure the payment of Twenty-One Thousand Two Hundred Eighty-Two and 00/100 Dollars (\$21,282.00---), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Thirty Thousand Nine Hundred Twelve and 61/100 Dollars (\$30,912.61), evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Thirty Thousand Nine Hundred Twelve and 61/100 Dollars (\$30,912.61), with interest from the date of initial disbursement by the State of Oregon, at the rate of 6.237 percent per annum,
Twenty-One Thousand Two Hundred Eighty-Two and 00/100 Dollars (\$21,282.00---), with interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 percent per annum,
interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: \$436.00 on or before November 15, 1985 and thereafter, plus one-twelfth of the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid principal, the remainder on the principal.
The due date of the last payment shall be on or before January 15, 2006
In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.
This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at KLAMATH FALLS, OREGON
October 25, 19 85
William Lewis Edwards
WILLIAM LEWIS EDWARDS
Mary Louise Edwards
MARY LOUISE EDWARDS

The mortgagee or subsequent owner may pay all or any part of the loan at any time without penalty.
This mortgage is given in conjunction with and supplementary to that certain mortgage to the State of Oregon, dated December 7, 1977 and recorded in Book M77 page 23752 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$ 32,940.00 and an unrecorded Promissory Note dated February 5, 1981 in the amount of \$ 2,476.00 and this mortgage is also given as security for an additional advance in the amount of \$ 21,282.00, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.
The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.
MORTGAGOR FURTHER COVENANTS AND AGREES:
1. To pay all taxes and money secured hereunder, and to allow collection of the same by the mortgagee.
2. To allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premises during the life of the loan; hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
3. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or dismantling of any buildings or improvements now or hereafter existing;
4. Not to permit the cutting or removal of any timber except for his own domestic use, not to commit or suffer any waste;
5. Not to permit the use of the premises for any objectionable or unlawful purpose;
6. Not to permit any tax, assessment, lien or encumbrance to exist at any time if mortgagee is required to defend against a lawsuit to foreclose a lien or liens, taxes, assessments, or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note; if mortgagee pays any mortgagee is authorized to pay all such property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as provided in the note;
7. To keep all buildings unconditionally insured during the term of the mortgage, against loss by fire and such other hazards in such company or companies and its books and accounts as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires.

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The mortgagee may, at his option, in case of default of the mortgage, demand, in whole or in part, and all expenditures made or to be made, including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.010 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine and the singular the plural where such connotations are applicable herein.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 25th day of October, 1985

William Lewis Edwards (Seal)
WILLIAM LEWIS EDWARDS

Mary Louise Edwards (Seal)
MARY LOUISE EDWARDS

\$32,000.00 THE TERM OF EACH MONTH
\$32.00 MONTHLY PAYMENT

ACKNOWLEDGMENT

STATE OF OREGON, Klamath County, ss.
Before me, a Notary Public personally appeared the within named William Lewis Edwards and Mary Louise Edwards, his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

Camela J. Spencer
Notary Public for Oregon

My Commission expires 8/16/88

MORTGAGE

FROM STATE OF OREGON, TO Department of Veterans' Affairs

County of Klamath ss.

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. M85 Page 17479 on the 28th day of Oct., 1985 Evelyn Biehn County Clerk

By Ann Smith Deputy
Filed October 28, 1985 at o'clock 10:40 A.M.

County Clerk: Evelyn Biehn Deputy Ann Smith

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
155-NE Revere
Bend OR 97701

Fee: \$9.00

NOTE AND MORTGAGE