

~~K-38188~~
TRUST DEED

Vol. m85 Page 18177 ⑨

November....., 1985, between

as Grantor, WILLIAM M. GANONG
JOHN C. FLOWERDAY and SUSAN B. FLOWERDAY

as Beneficiary,

WITNESSETH:

as Beneficiary, _____

WITNESSETH:

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

Lot 8, Block 7 of the THIRD ADDITION TO MOYINA,
according to the official plat thereof on file
in the office of the County Clerk, Klamath County,
Oregon;

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Nineteen Thousand Two Hundred Eleven and 20/100 Dollars, with interest thereon according to the terms of a promissory

sum of Nineteen Thousand Two Hundred Eleven and 20/100 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 November 1, 1995.

It is understood that the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and that the grantor shall pay the principal and interest thereon as and when the same are due, and no part of the principal or interest herein is sold, agreed to be sold, or otherwise disposed of, until the full amount of the principal and interest thereon has been received by the beneficiary or its assigns.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said debt is 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, 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.

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees to:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or defoliate any building or improvement thereon; not to commit or permit any waste of said property.

not to commit or permit any waste of said buildings and in good and workmanlike manner; to complete or remediate improvements which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor; covenants, conditions and restrictions concerning such financing statements pursuant to the filing same in the civil Code as the beneficiary may require for the filing same; for filing same in the civil Code as the beneficiary may require as the cost of all lien searches made proper public offices and agencies as the cost of all lien searches made proper public offices and agencies as the cost of all lien searches made proper public offices and searching agencies as may be deemed desirable by the beneficiary; officers or employees who maintain income on the buildings.

[illegible]

not cure or waive any default for notice of acceleration. The mortgagor agrees to execute documents pursuant to such notices and 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 the principal sum secured by this mortgage shall have been paid. If the mortgagor fails to pay any such taxes, assessments and other charges become due, the lender or its assignee may, at its option, assess the same against the beneficiary; should the lender or its assignee fail to make payment of any taxes, assessments, insurance premiums, grants or other charges payable by the mortgagor, the lender or its assignee may, at its option, make payment thereof by direct payment, or by providing beneficiary with funds which it may apply toward such payment, beneficiary may, at its option, set forth in the note secured hereby, together with the debt so paid, with interest described in paragraphs 6 and 7 of this deed, as well as the amount so paid, with interest described in paragraphs 6 and 7 of this trust deed, as without waiver of any rights arising from breach of any of the provisions hereof and for such payments made by the mortgagor, the beneficiaries named herein and for such payments made by the grantor, shall be bound to the party hereinbefore described, as if the same were made by the mortgagor, and the nonpayment thereof shall, at the option of the lender or its assignee, constitute a breach of this trust deed and expenses of this trust including the cost of title search shall be added to the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's legal action incurred.

7. The appellant in and defend any action or proceeding purporting to affect the proprietary 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 the mortgage of the beneficiary or trustee's attorney's fees; the including evidence of title and mentioned in this paragraph 7 in all cases shall be amount of the trustee's fees and in the event of an appeal from any judgment applied by 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:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fee and presentation of this deed and the note for endorsement, (in case of full reconveyances, for cancellation), 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 executing any easement or creating any restriction thereon; (c) join in subordinating any claim or interest therein to the lien or charge of any mortgage or other agreement affecting all or any part of the property. The recitals; (d) reconvey, without warranty, as the "person or persons granted in any reconveyance may appear," all or any part of the premises described herein to the person or persons named as grantees in the deed or deeds recited herein of any matters or facts shall be considered true and correct by the signers hereof if they are in fact true and correct. If any of the truthfulness thereof. Trustee's fees for any of the above mentioned items in this paragraph shall be not less than \$5.

be conclusive proof of the fact that the amount of the indebtedness secured by this paragraph shall be not less than \$5,000.00. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by attorney, cause the same to be appraised by a court, and without regard to any lien or claim of any security for the indebtedness herein secured, upon and take possession of said property and the same, together with all the contents thereof, and collect the same, and all the issues and profits, including those past due and outstanding, and all 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 lire 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.

where any default or notice of default is given to such person pursuant to such notice. 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 may cause or direct the trustee to foreclose this trust deed by exercising its power of sale, or to sell the property secured hereby and the equipment and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of sale and his election to sell the said described property to satisfy the obligation secured hereby, which then required by law and proceeded 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, the default or defaults. If the default or defaults are a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would have been due had no default occurred. Any other default that is required under the deed to be cured may be cured by tendering the additional sum required under the obligation of the trust deed. In any 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 herein.

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 may pay the proceeds of the sale in one parcel or to the highest bidder for each parcel payable at the time of sale. Trustee shall deliver to the highest bidder a deed in fee simple, with or without warranty, express or implied, as may be required by law, and shall execute and deliver to the purchaser the property 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 having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the deed as its interest, to the grantor or to his successor in interest entitled to such surplus, if any.

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, the trustee shall execute a written instrument with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument duly executed by the beneficiary, and the same, 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.

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.

78128

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 for that certain mortgage in favor of the Department of Veteran's Affairs, State of Oregon, recorded in Vol. M-74 at page 12532 of the records of Klamath County, Oregon, 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),
(b) for the purchase of real property.

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.)

STATE OF OREGON,

County of Klamath } ss.

November 7, 1985

Personally appeared the above named

Douglas R. Montgomery and

Ann J. Montgomery

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

COPIES
SEAL

Notary Public for Oregon

My commission expires: 8/27/87

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____

) ss.

and

duly sworn, did say that the former is the _____ who, each being first 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

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM NO. 1881) Q188 TO 85
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO
Klamath County Title Co.

Collection # 22880

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 7th day of November, 1985, at 2:30 o'clock P.M., and recorded in book/reel/volume No. M85 on page 18177 or as fee/file/instrument/microfilm/reception No. 55220, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By _____ Deputy

Fee: \$9.00