

55320

U.S. Creditcorp

ATC 29346

Vol. M 85 Page 18357

DEED OF TRUST

Medford

Oregon

Date: November 8, 19 85

Grantor ("Owner"): Geanne G. Fraley
 Address: 630 Front St., Klamath Falls, OR 97601

Trustee: Bank of Corvallis, REPM, PL-5, P.O. Box 3347, Portland OR 97208

Beneficiary ("Lender"): U.S. CREDITCORP, an Oregon Corporation, Medford Branch
 Address: 1050 Crater Lake Ave., Suite A, Medford OR 97504

1. Owner irrevocably grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the following "Property" in Klamath County, State of Oregon, including all improvements now and hereafter erected thereon:

SEE ATTACHED EXHIBIT "A"

The Property is not currently used for agricultural, timber or grazing purposes.

2. This Deed of Trust ("Trust Deed") secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note") signed by Geanne G. Fraley ("Borrower") which is payable to Lender. The Note is dated November 8, 1985, the original Loan Amount is \$ 25,000.00, and the final payment of the entire Loan Amount, with interest, is due on the maturity date, which is 11-16-90.

Lender may without notice renew or extend the Note, and this Trust Deed shall secure all such extensions and renewals, whether or not the extensions and renewals are longer than the original period of the Note. The interest rate, payment terms and balance due under the Note may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and on account of any extensions and renewals of the Note.

3. Owner agrees to perform all acts necessary to insure and preserve the value of the Property and Lender's interest in it, including but not limited to the following acts:

3.1 Owner will keep the Property in good condition and repair. Unless Lender expressly waives the requirement in writing, Owner will insure the Property for fire and extended coverage, and also against all other risks as Lender may lawfully require. The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan, despite the effect of any co-insurance clause. Owner will provide Lender with proof of such insurance satisfactory to Lender. Lender may examine and inspect the Property at any time.

3.2 Owner will not sell or otherwise transfer any interest in the Property, or offer to do so, without Lender's written consent.

3.3 Owner will pay all taxes, assessments, liens, and other encumbrances on the Property which might take priority over this Trust Deed when they are due.

4. If Owner fails to perform any of the agreements made in Section 3, Lender may pay for the performance of the agreements and add the cost to the Loan Amount, on which interest is calculated. Owner will pay Lender the costs immediately or in increased payments, whichever Lender demands.

5. The following are events of default under this Trust Deed:

5.1 The promised payment amounts on the Note are not paid by the promised payment dates, or there is a failure to perform any agreement in the Note.

5.2 Owner fails to perform any of the agreements made in Section 3 whether or not Lender has paid for the performance of the agreement.

5.3 There is a default under any other agreement that secures the Note.

5.4 Any signer of this Trust Deed or any signer of the Note misrepresented or falsified any material fact in regard to either the Property, the financial condition of any signer of the Note or any guarantor or surety for the Note, or the application for the loan evidenced by the Note.

5.5 The Property is damaged, destroyed, sold, levied upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Trust Deed, any signer of the Note, or any guarantor or surety for the Note, becomes insolvent, makes an assignment for creditors or is the subject of any bankruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the Note or this Trust Deed, or is a guarantor or surety for the Note, dissolves or terminates its existence.

6. After default, Lender may take any one or more of the following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the unpaid Loan Amount at the rate(s) of interest specified in the Note.

6.2 Lender may declare the entire unpaid amount owed on the loan, including interest, to be due and payable immediately.

6.3 Lender may, with respect to all or any portion of the Property, exercise the right to foreclose this Trust Deed.

6.3.1 In accordance with applicable law, Lender may proceed to foreclose this Trust Deed by advertisement and sale, or foreclose this Trust Deed judicially by suit in equity in the manner provided by law.

6.3.2 If Lender forecloses by advertisement and sale, Lender or the Trustee shall execute and record its written notice of default and its election to sell the Property to satisfy the amount owed on the Note, whereupon the Trustee shall fix the time and place of sale, give notice thereof, and otherwise proceed to foreclose this Trust Deed by advertisement and sale in the manner provided by applicable law.

6.3.3 If proceedings are commenced to foreclose this Trust Deed by advertisement and sale and if all or any portion of the Note secured by this Trust Deed has become due by reason of a default under the terms of this Note then, at any time prior to five days before the date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by applicable law may pay to Lender the entire amount then due under the terms of the Note and this Trust Deed, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the Trustee.

6.3.4 If Owner fails to cure the default as provided in 6.3.3 above, the Trustee may sell the 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 an covenant of warranty, express or implied. Any person, excluding the Trustee, but including Owner and Lender, may purchase at the sale.

6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property, and collect the rents from the Property, provided the Property is not then the farm lands or homestead of Owner. Lender shall be entitled to appointment of a receiver, whether or not the apparent value of the Property exceeds the amount that is owed on the Note and this Trust Deed. The receiver shall serve without bond if the law permits it.

6.5 Owner will be liable for all costs and disbursements Lender may be entitled to by law in connection with any action, suit, or proceeding to collect any amount owner owes, and all expenses, costs, and disbursements incurred to foreclose upon the Property.

6.6 If Lender refers the Note or this Trust Deed to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including any for appeals.

6.7 Subject to any limitations imposed by applicable law, either before or after a sale of the Property under a judicial foreclosure, or prior to a sale of the Property by advertisement and sale by the Trustee, Lender may sue for and recover from Borrower all amounts remaining unpaid under the Note and this Trust Deed.

The rights of Lender under this Trust Deed are in addition to the rights of Lender under the Note.

tion to Lender's rights under any other agreements or under the law. Lender may use any combination of those rights.

8. Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address stated in this Deed of Trust. Except in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonable notice.

9. Lender may require Owner to perform all agreements precisely and on time, even if Lender may at other times have given Owner extra time or may not have required precise performance.

10. When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the Property. Trustee shall reconvey the Property to the person legally entitled thereto. Such person shall pay all fees for filing the reconveyance and shall pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument.

11. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed, Owner shall promptly take such steps as may be necessary to defend the action and obtain the award.

12. **DUE ON SALE CLAUSE.** Lender, at Lender's option, may declare immediately due and payable (accelerate) all sums secured by this Trust Deed if all or any part of the Property, or an interest therein, is sold or transferred. If Lender exercises the option to accelerate Lender may invoke any default remedies permitted under this Deed of Trust and applicable law. Lender may exercise Lender's rights under this Due on Sale provision each time all or any part of the Property, or any interest therein, is sold or transferred, whether or not Lender exercised such rights on any previous transfer.

Geanne G. Fraley
Geanne G. Fraley

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

County of Polk

November 8, 19 85

Personally appeared the above named Geanne G. Fraley

and acknowledged the foregoing instrument to be Her voluntary act.

Before me, *Donna L. Cook*
Notary Public for Oregon
My commission expires: 1-21-89

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of _____

Personally appeared _____, 19 _____

and _____, who, being sworn, stated that _____ is a _____ and _____ is a _____ of Grantor corporation and that the seal affixed hereto is its seal and that this Deed of Trust was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:
Notary Public for Oregon
My commission expires: _____

REQUEST FOR RECONVEYANCE

To U.S. CREDITCORP Trustee;
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date November 8, 1985
After reconveyance, please send all documentation to:
U. S. Creditcorp

DEED OF TRUST

U. S. CREDITCORP Grantor
22350 Beneficiary

After recording return to:

THIS SPACE FOR RECORDER'S USE

[Handwritten signature and stamp]

Attachment to a note dated November 8, 1985

Borrower: Geanne G. Fraley

18359

PARCEL 1:

A tract of land in Lot 8, Section 30, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, in the City of Klamath Falls, being more particularly described as follows:

Beginning at an iron pipe on the Southerly right of way of Front Street from which the iron pin marking the intersection of the Southerly right of way of said Front Street and the Westerly right of way of California Avenue bears North $89^{\circ} 06\frac{1}{2}'$ East 370 feet distant; thence South 168.29 feet to a point; thence South $60^{\circ} 04\frac{1}{2}'$ East 86.09 feet; thence South $15^{\circ} 03\frac{1}{2}'$ West 84.48 feet more or less to the mean high water line of Upper Klamath Lake; thence North-westerly 67.57 feet to a point that is South 94.21 feet from the true point of beginning; thence North 94.21 feet, more or less to the true point of beginning.

PARCEL 2:

Beginning at an iron pipe on the Southerly right of way of Front Street from which the iron pin marking the intersection of the Southerly right of way of said Front Street and the Westerly right of way of California Avenue bears North $89^{\circ} 06\frac{1}{2}'$ East 370 feet distant; thence South 100 feet to the true point of beginning; thence South 68.29 feet to a point; thence South $60^{\circ} 04\frac{1}{2}'$ East 86.09 feet; thence South $15^{\circ} 03\frac{1}{2}'$ West 84.48 feet more or less to the mean high water line of Upper Klamath Lake; thence South $60^{\circ} 04\frac{1}{2}'$ East 97.63 feet, more or less to the South-westerly corner of that certain tract of land heretofore conveyed by deed record in Volume 233 at page 134, Deed Records of Klamath County, Oregon, which said point is 218 feet Northwesterly from the intersection of said shore line and the Westerly line of the West Side Highway; thence North $15^{\circ} 03\frac{1}{2}'$ East 272.61 feet to a point; thence South $89^{\circ} 06\frac{1}{2}'$ West 49.04 feet to a point; thence North 85.0 feet to a point on the Southerly right of way of Front Street; thence South $89^{\circ} 06\frac{1}{2}'$ West along said Front Street right of way 60.0 feet to a point; thence South 100.0 feet to a point; thence South $89^{\circ} 06\frac{1}{2}'$ West 105.0 feet more or less to the true point of beginning.

Geanne G. Fraley
Geanne G. Fraley

Return to: U.S. Credit Corp
1050 Crater Lake Ave, Suite A
Medford, OR 97504

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ November _____ A.D., 19 85 at 10:57 o'clock A M., and duly recorded in Vol. M85
of _____ Mortgages on Page 18357

FEE \$13.00

Evelyn Biehn County Clerk
By *[Signature]*