55820 ATC 29346 U.S. Creditcorp

Vol. M85 Page 18357 DEED OF TRUST

| Par de January dang di | Medford Oregon | Date: November 8 19 | 85 | |
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| | Cooppe G. Fraley | | | |
| Grantor ("Owner"): — | Geanne G. Fraley 630 Front St., Klamath Falls, OR 97601 | | | |
| Address: | OJU PLUITE DEST | Box 3347, Portland OR 97208 | | |
| _ | Bank of Corvallis, REPM, PL-5, P.O. | DUA JUTE - TELEVISION OF THE PERSON OF THE P | Branch | |
| Trustee: | Corneration | Mediora | UIUIIUII | |
| Beneficiary ("Lender"): Address: | U.S. CREDITCORP, an Oregon Corporation, 1050 Crater Lake Ave., Suite A, Med | ford OR 97504 | | |
| Message on a second | | tee, in Trust, with power of sale, the following "Pro including all improvements now and | perty" in | |
| 1. Owner irrev | ocably grants, bargains, sells and conveys to Trust ath Oregon | including all improvements now and | hereatter | |
| erected thereon: | 물이 아이가 많이 내려 내려왔다. 이번 이 사람들이다 | liligaren. 1 44 g.a. angelen ar en | | |
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| The Property is not | currently used for agricultural, timber or grazing purport | oses. all amounts owed on a loan evidenced by a promissory r | note ("Note") | |
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\$ 3.3.3 If proceedings are commenced to fore-close this 170st 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 occured, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed

If Owner fails to cure the default as pro-6.3.4 vided 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 forclosure, 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.

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55320 After recording return to: tion to Lender's rights under any other agreements or under the law Lender may use any combination of those rights.

- 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.
- 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.
- 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 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. <u>DUE ON SALE CLAUSE</u>. 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 in this Deed of Trust and applicable law I ender may exercise 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

was promitted in addition the restance of the contract of the Landar may without notice coners or extend the Note, and the finst Deed shan reason all such extender may without notice can then the original period of the Note. The laterest rate, but extensions the library of Feuner more than the original period of the Note. The laterest rate, but CORPORATE ACKNOWLEDGMENT The Property is not committy used to agrich series, thinks or goasing on process ... November 8 County of_) ss. Personally appeared the above named Geanne G. Fraley 19 __85 . 19 Personally appeared_ and acknowledged the regoing instrument to be _ voluntary at O , who, being sworn, stated that _he, the said is a • and _he, the said . PUBLY 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. Notary Public for Oregon My commission expires: Notary Public for Oregon My commission expires: REQUEST FOR RECONVEYANCE MALANCHED EXPERIS 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 The undersigned is the noider of the note or notes secured by this Deed of Trust. Said note of notes, together with an other indeptedness 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. Commy, State of TORGUOT radisma suga una conseas de fonde. U. S. Creditcorp After reconveyance, please send all documentation to: wood. CENTER PORT VAC. C 25,041 - 10,00 1102166 American DEED OF THUSITIES REEN, PL-5, P.O. THIS SPACE FOR RECORDER'S USE #galass Bost. And Front St. . Klarath Falls, ok 9 Commune G. Fraley

> Grantor Beneficiary

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 said Front Street and the Westerly right of way of California Avenue bears North 89° 06½' East 370 feet distant; thence South 168.29 feet to a point; thence South 60° 04½' to the mean high water line of Upper Klamath Lake; thence Northwesterly 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 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 Street from which the iron pin marking the intersection of the Southering right of way of said Front Street and the Westerly right of way of California Avenue bears North 89° 06½; 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° 04½; East 86.09 feet; thence South 68.29 feet Lake; thence South 60° 04½; East 9°.63 feet, more or less to the Southwesterly corner of that certain tract of land heretofore conveyed by deed Westerly corner of that certain trect 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 which said point is 210 feet Northwesterly from the intersection of said shore line and the Westerly line of the West Side Highway; thence North 15° 03½! East 272.61 feet to a point; thence South 89° 06½! West 49.04 of way of Front Street; thence South 89° 06½! West 49.04 right of way 60.0 feet to a point. thence South 89° 06½! 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° 06½; West 105.0 feet more or less to the true point of

Geanne G. Fraley Graley

Return to: U.S. Gredit corp

1050 Gater Lake Ave, Suite A

Medford, OR 97504

| Filed for | OF OREGON: COUNTY record at request of November A.D. | |
|-----------|--|--|
| FEE | of \$13.00 | D., 19 85 at 10:57 o'clock A M., and duly recorded in Vol. M85 Mortgages on Page 18357 Evelyn Biehn County Clerk |
| | | By Biehn County Clerk |