

55796

TRUST DEED

Vol. 1485 Page 19430

THIS TRUST DEED, made this 25th day of November

1985, between

RUSSELL W. DAHL and LAYVONNA V. DAHL, husband and wife  
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTYNORMA JEAN BUTTS, 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 Easterly 85 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING THEREFROM the Northerly 5 feet thereof conveyed to Klamath County for road purposes by Deed Volume 330, page 379, Records of 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 FIVE HUNDRED AND NO/100 (\$19,500.00) 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 per terms of note, 19

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, 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, then, 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.

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

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

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.

4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00, written in policies acceptable to the beneficiary, with loss payable to the latter; all if the grantor shall fail for any reason to procure any such insurance and to 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 at grantor's expense. 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.

5. To keep said 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 such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing 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 hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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

7. To appear in and defend any action or proceeding purporting to affect the security 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 this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of 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:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 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 granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty all or any part of the property. The grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said premises and profits, including those past due and unpaid, and apply 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 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 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 at his election may proceed to foreclose this trust deed in equity as a mortgage 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 his written notice of default and his election hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed 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 consists of 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 not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the 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 by law.

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 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 any covenant or warranty, express or implied, 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 deed as their interests 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.

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, 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. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, 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 696.503 to 696.585.

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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 Real Estate Contract wherein Theodore Paddock & Mary Paddock are vendors and Norma Jean Butts is vendee, which buyers herein do NOT agree to assume and pay 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 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 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.)

Russell W. Dahl

Layvonna V. Dahl

STATE OF OREGON,

County of Klamath } ss.  
11/25, 1985

Personally appeared the above named

Russell W. Dahl & Layvonna V. Dahl

STATE OF OREGON, County of \_\_\_\_\_ } ss.  
19\_\_\_\_

Personally appeared \_\_\_\_\_

and

duly sworn, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

who, each being first

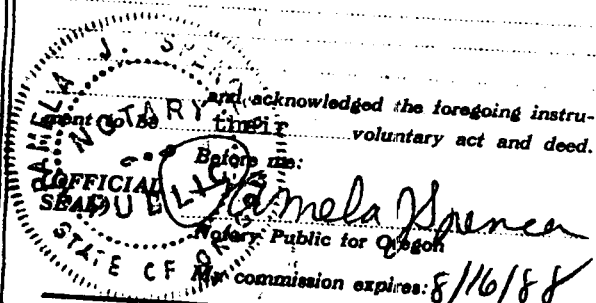
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and 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. 88)

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

Russell W. & Layvonna V. Dahl

Grantor

Norma Jean Butts

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

TITLE

Deputy

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This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to that Real Estate Contract by and between Theodore Paddock & Mary Paddock as Vendors and Norma Jean Butts as vendee, dated August 15, 1974, a copy of which is attached hereto.

Beneficiary herein agrees to pay, when due, all payments due upon the said Contract to Mary Paddock, and will save Grantors herein, Russell W. Dahl and Layvonna V. Dahl harmless therefrom. Should the said beneficiary herein default in making any payments due upon said prior Contract, Grantor herein may make said delinquent payments and any sums so paid by grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

**COPY**

CONTRACT OF SALE

**19433**

THIS CONTRACT, made this 15 day of August, 1974, between THEODORE J. PADDOCK, <sup>in P.P.S.</sup> MARY PADDOCK, hereinafter called "Seller" and NORMA JEAN BUTTS, hereinafter called "Buyer".

W I T N E S S E T H:

That in consideration of the mutual covenants and agreements herein contained, the Seller agrees to sell unto the Buyer and the Buyer agrees to purchase from the Seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

The East 85 feet of Lots 1 and 2 in Block 5 of ALTAMONT ACRES, excepting therefrom the North 5 feet in the County Road, Klamath County, Oregon.

SUBJECT TO: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.

Regulations, including levies, liens, assessments, right of way and easements of the South Suburban Sanitary District.

Reservations in deed from A. L. Wishard, et ux., to Georgia Sloan, dated September 19, 1925, recorded September 21, 1925 in Book 67 at Page 432, Deed Records of Klamath County, Oregon. "20 foot building set back lines and the right is hereby reserved to enter upon and construct irrigation ditches along the property lines of the lands described above."

ALSO SUBJECT TO: Reservations, restrictions and/or rights-of-way of record and those apparent on the land.

for the sum of \$14,100.00, on account of which \$2,100.00 is paid on execution hereof as follows:

Upon closing hereof Buyer shall transfer any and all right, title and/or interest in and to a certain 1970 International Harvester three-quarter ton Pickup with four wheel drive, together with canopy, and from said date of transfer buyer shall have no further interest in and to that certain

CONTRACT OF SALE - 1

**COPY**

COPY

pickup and Seller shall be deemed from that date the owner. 19434

Receipt of the above is hereby acknowledge by the Seller. The Buyer agrees to pay the remainder of said purchase price, to-wit: \$12,000.00 to the order of Seller in monthly payments of not less than \$115.00, each, including interest at the rate of eight and one-half (8 1/2) percent per annum, payable on the 10th day of each month hereafter, beginning with the month of September, 1974 and continuing until said purchase price is fully paid. Buyer agrees to make said payments on the dates above mentioned to the order of Seller at First Federal Savings and Loan Association of Klamath Falls, 540 Main, Klamath Falls, Oregon.

All of said purchase price may be paid at any time without penalty and Buyer may, at his option, make advance monthly payments and any credits arising therefrom shall defer a proportionate number of future monthly payments as required by this contract.

Buyer agrees that the property is sold in an as is condition.

Buyer further acknowledges that the Seller is a licensed real estate broker and that said broker has advised the Buyer of this.

The Buyer shall be entitled to possession of the said lands on the date hereof and may retain such possession so long as he is not in default under the terms of this Contract. The Buyer agrees he will not suffer or permit any waste or strip of the premises; that he will keep said premises free from mechanic's and all other liens and save the Seller harmless therefrom and reimburse Seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly

COPY

**COPY**

**19435**

before the same or any part thereof become past due. If the Buyer shall fail to pay any such liens, costs, water rents, taxes, or charges, the Seller may do so and any payment so made shall be added to and become a part of the debt secured by this Contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the Seller for Buyer's breach of contract.

Seller will, on the execution hereof, make and execute in favor of Buyer a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all encumbrances whatsoever, and will place said deed, together with this Contract, in escrow hereby instructing said escrow holder that when the Buyer shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this Contract, they shall deliver said instruments to Buyer.

And it is understood and agreed between the parties that time is of the essence of this Contract and in case the Buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, Seller may, at his option in no way obviating or limiting other rights belonging to Seller and arising from this agreement; and further, if Buyer shall fail to keep and perform any of the agreements herein contained, then all of the rights of the Buyer in and to said property and under this Contract shall at the Seller's option, immediately and utterly cease and the property herein described shall revert to and re-vest in the Seller without any declaration of forfeiture or act of re-entry, or without any other act by the Seller to be done or performed and without any right of the Buyer of reclamation or compensation for money paid or for improvements made on said premises, as fully and absolutely as if this

**COPY**

COPY

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agreement had never been made, and all money paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the Seller for the Buyer's failure to complete this Contract, and in such case, said escrow holder is hereby instructed to deliver said deed and Contract to Seller on demand, without notice to Buyer.

In case suit or action is taken to enforce any provisions of this agreement, Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for Seller's attorney fees therein.

In construing this Contract, it is understood that the Seller or the Buyer may be more than one person and that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate on the date hereinabove first mentioned.

After recording  
return to:  
MTC -

SELLER: Theodore J. Paddock  
Theodore J. Paddock  
Mary Paddock  
BUYER: Norma Jean Butts  
NORMA JEAN BUTTS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 26th day  
of November A.D., 19 85 at 11:36 o'clock A M., and duly recorded in Vol. M85  
of Mortgages on Page 19430

FEE \$29.00

Evelyn Biehn, County Clerk  
By Sam Smith

CONTRACT OF SALE - 4 - LAST

COPY