

SECOND TRUST DEED

Vol. 1885 Page 20899

SECOND TRUST DEED
 THIS TRUST DEED, made this 24th day of December, 1985, between
 HUNG TAN NGUYEN and PHUC HONG NGUYEN, husband and wife,
 as Grantor, Mountain Title Company,
 MERLE D. YOUNG

as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells
Klamath County, Oregon, described as:

05 DEC 24 PM 3 11

together with all and singular the tenements, hereditaments and appurtenances now or hereafter appertaining, and the rents, issues and profits thereof, 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 Fifteen Thousand Dollars (\$15,000.00) _____

_____ Dollars, with interest thereon according to the terms of a promissory note, to be due and payable as provided therein. 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. 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 prompt repairs to any building or improvement thereon in a proper and prudent manner.

2. To complete or finish any building or property in good condition manner any building or restore promote or improvement thereof; destroyed thereon, and improvement which may be constructed, damaged or

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary, so requests, to join in executing public financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, to pay for filing said Commercial by filing officers or searching agents, as well as the costs of filing said beneficiary.

1. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$10,000 insurable value, written in policies acceptable to the beneficiary, with loss payable to the latter; all of the grantor shall deliver said policies to the beneficiary as soon as insured; 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 life 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, and shall not act done pursuant to such notice.

5. To keep and maintain the said premises in good repair and to

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 to such payments, with interest as aforesaid, of the same extent that they are bound for the grantor, shall be bound to the debtor, and all such payments shall be immediately due and payable with- out notice, and the nonpayment shall be immediately due and payable with- out notice, all sums secured by this trust deed immediately due and payable constitute a breach of this trust deed.

6. To pay all costs of title.

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 trust fees actually incurred.

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 evidence of title and the beneficiary's, to pay all costs and expenses, including amount of attorney's fees mentioned in this paragraph 7 in all cases, incurred by the trial court, and in the event of an appeal from any judgment or decree of the trial court, and prior further agrees to appeal from any judgment or decree of the trial court shall adjudge reasonable as the beneficiary such sum as the trial court shall determine.

If it

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 monies payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses paid or incurred by beneficiary 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 to take such actions promptly upon beneficiary's request.

9. At any time and from time to time upon the request of beneficiary, payment of its fees and costs incurred in obtaining such compensation shall be made by grantor.

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 in any thereof; (d) reconvey, without warranty, all or any part of the joint or charge to the grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the recitals thereof 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, the time without notice.

[illegible]

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 invalidity of this agreement 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. The beneficiary may 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 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 the trustee shall to sell the said described real property to satisfy the obligations secured hereby, and upon the trustee's sale 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 86.740 to 86.795.

13. Should the beneficiary or the trustee elect to foreclose this trust deed then after sale of the property, the proceeds of the sale shall not cure or

13. Should the beneficiary elect to foreclose this trust deed in trust for the trustee's life, the grantor or other person so privileged by ORS 86760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's attorney's fees not exceeding the amount provided by law, other than such portion of the principal as would not then be due had no default occurred, and the interest due on the principal, in which event all foreclosure, and

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 by law conveyed. 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 the sale, including the compensation of the trustee, and a reasonable charge by trustee for having recorded liens subsequent to the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, if any, to the grantor or to his successors or their priority in the trust surplus, if any, to the grantor or to his successors or their priority in the trust surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any 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 the trustee herein named with all title, hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the trust deed shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when it is situated, acknowledged is made.

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 690.505 to 690.580.

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

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) ~~primary~~ for the 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath,

ss.

December 24, 1985

Personally appeared the above named

HUNG TAN NGUYEN and PHUC HONG NGUYEN

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

(OFFICIAL SEAL)

Before me:

Christi L. Redd

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and

who, each being first

duly sworn, did say that the former is the 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. 881-1)

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

Hung Tan Nguyen and
Phuc Hong Nguyen

Grantor

MERLE D. YOUNG

Beneficiary

AFTER RECORDING RETURN TO

ZAMSKY & BELCHER
601 Main Street
Klamath Falls, OR 97601

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 document/fee/file/instrument/microfilm No. _____

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

EXHIBIT "A" to TRUST DEED

20901

All that portion of the W $\frac{1}{4}$ of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, beginning on the Southerly right of way line of the Dalles-California Highway which bears South 0° 13' West a distance of 30 feet and thence South 89° 53' West a distance of 695.5 feet from the center of Section 2; thence said point of beginning being the Northeast corner of the property herein described; thence South 0° 13' West 125 feet; thence South 89° 53' West 75 feet; thence North 0° 13' East 125 feet; thence North 89° 53' East 75 feet to the place of beginning.

All that portion of W $\frac{1}{4}$ of E $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the Southerly right of way line of the Dalles-California Highway which bears South 0° 13' West a distance of 30 feet and South 89° 53' West a distance of 770.5 feet from the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian to the Northeast corner of the property herein described; thence South 0° 13' West 125 feet; thence South 89° 53' West 75 feet; thence North 0° 13' East 125 feet; thence North 89° 53' East 75 feet to the place of beginning.

SAVE AND EXCEPTING that part of the above described tracts conveyed to the State of Oregon Highway Commission by deed recorded December 20, 1963 in Book 350 at page 28, Deed Records.

SUBJECT TO:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 24th day
of _____ December _____ A.D., 19 85 at 3:11 o'clock P.M., and duly recorded in Vol. M85
of _____ Mortgages _____ on Page 20899.

FEE \$13.00

Evelyn Biehn
By _____

County Clerk

Pam Smith