

OC

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MTC 15871-P
TRUST DEED

Vol. 1086 Page

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THIS TRUST DEED, made this 3rd day of January, 1986, between

Clarice V. Karratti
as Grantor, MOUNTAIN TITLE COMPANY

as Trustee, and

Marcella Jean Harrington
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:

Lots 20 and 21, PONDEROSA PARK, according to the official plat thereof on file in the office of the County Clerk 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 TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/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 Per terms of note

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 convert or permit any waste of said property

2 To complete 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 on requests to loan in securing such financing statements pursuant to the Uniform Consumer Credit 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 title officers or searching agencies as may be deemed desirable by the beneficiary

4 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 from time to time requires in an amount not less than the full value

5 To deliver to the beneficiary with loss payable in the latter all policies of insurance shall be delivered to the beneficiary as soon as issued 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 result in notice of default hereunder or invalidate any act done pursuant to such notice

6 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 loans 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 thereon and the amount so paid with interest at the rate set forth in the note secured hereby together with the obligations described in paragraphs 8 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 allowed the property hereunder described as well as the grantor shall be bound to the same extent that there 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

7 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 and attorney's fees actually incurred

8 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 the 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

1 If 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 at all to elect 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 incurred by grantor in such proceedings shall be paid to beneficiary and required by a final court judgment or decree and the note for the amount of attorney's fees mentioned in the 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

2 If at any time and from time to time upon written request of beneficiary payment of its fees and preservation of this deed and the note for enforcement (in case of full reconveyance 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) recover without warranty all or any part of the property. The grantor 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 property or any part thereof or its contents and use or otherwise collect the rents issues 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 ending upon and taking possession of said property the collection of such rents issues and profits or the proceeds of the same and other insurance policies or compensation or awards for any taking or damage to 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 in his performance of any agreement hereunder the beneficiary may declare all sums secured hereby immediately due and payable. In such 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 to sell the said described real property. In either the obligation secured hereby whereupon the trustee shall let the same and place of sale. One notice thereof as then required by law and proceed to foreclose this trust deed as the manner provided in ORS 86.711 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 86.751 may cure the default or defaults. If the default consists of a failure to pay when due 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 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 as sold but without any covenant or warranty express or implied. The recitals in the deed of any matters or facts 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 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 in any trustee named herein or in any successor trustee appointed hereunder. Upon such appointment and without reconveyance to the successor the latter shall be vested with all title powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder shall be by beneficiary 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 obliged 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 issue 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

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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

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 organization, or (c) for the business or commercial purposes other than agricultural purposes.

This deed applies to, merges 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-Moss Form No. 1205 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Moss Form No. 1206, 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.
1/3 1986

Personally appeared the above named

Clarice V. Karratti

and acknowledged the foregoing instrument to be her voluntary act and deed
Notary Public for Oregon
My commission expires 8/14/88

STATE OF OREGON, County of

Personally appeared

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.

Notary Public for Oregon

My commission expires.

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

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:

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Beneficiary

TRUST DEED

(FORM No. 981)

STEVENS-MOSS LAW PUB CO PORTLAND ORE

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 8th day of January, 19 86, at 9:28 o'clock A.M., and recorded in book/reel/volume No. MSB on page 453 or as fee/file/instrument/microfilm/reception No. 57971, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Ann Smith Deputy

Fee: \$9.00