

Aspen #M-29449

TRUST DEED

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THIS TRUST DEED, made this 26th day of December 1985, between DENNIS NOBLE WEED and BETH CHRISTINE WEED, husband and wife as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon corporation, as Trustee, and THOMAS P. VALLEE and PATRICIA J. VALLEE, husband and wife as Beneficiary.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as

Lot 12 in Block 6, Tract No. 1035, GATEWOOD, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS THIRD AND JUNIOR TO THAT FIRST MORTGAGE OF RECORD IN FAVOR OF STATE OF OREGON, REPRESENTED AND ACTING BY THE DIRECTOR OF VETERANS' AFFAIRS, AND THAT SECOND TRUST DEED IN FAVOR OF THOMAS P. VALLEE and PATRICIA J. VALLEE, DATED DECEMBER 26, 1985.

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 FOUR THOUSAND TWO HUNDRED FIFTY SEVEN and 80/100 - - - - - (\$4257.80) - - - - - Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to beneficiaries or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable at maturity 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 beneficiaries, 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 and to remove or demolish any building or improvement thereon in connection with any waste of said property.
2. To complete or restore, promptly, any and all good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed herein and pay when due all costs incurred thereby.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property if the beneficiaries so request, to whom it recites such limiting statements pursuant to the Uniform Commercial Code as the beneficiaries may require and to pay for filing same in the proper public office or offices as well as the cost of all reasonable expenses made by filing officer or authorizing agencies as may be deemed desirable by the beneficiaries.

4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiaries may from time to time require, in amounts no less than \$1 INSURABLE VALUE written in policies acceptable to the beneficiaries and loss payable to the trustee, all policies to be delivered to the beneficiaries as soon as insured and to deliver said policies to the beneficiaries at least fifteen days prior to the expiration of any policy of insurance, now or hereafter paid on said property, the beneficiaries may procure the same of grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiaries upon any indebtedness secured hereby and in such way as the beneficiaries may determine or, at option of beneficiaries, the entire amount so collected, in any part thereof, may be retained by grantor. Such application or retention shall not cure or waive any default or non-payment of debts hereunder or invalidate any act done pursuant to such notice.

5. To keep said property free from encumbrances 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 to defend and protect the beneficiaries' title to the property from all claims, suits, actions, proceedings, demands, losses or other charges payable by grantor, either by direct payment or by providing beneficiaries with funds with which to make such payment, beneficiaries may at their own risk, payment thereof and the amount so paid with interest of 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 loss of any rights arising from breach of any of the covenants herein and for such payments, with interest as aforesaid, the property, beneficiaries 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 with no notice and the nonpayment thereof shall be the option of the beneficiaries, 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.

To appear in and defend any action or proceeding, purporting to affect the security rights or powers of beneficiaries or trustee and in any suit action or proceeding in which the beneficiaries or trustee may be named, including any suit for the foreclosure of this trust, to pay all costs and expenses in defending evidence of title and the beneficiaries' or trustee's attorney's fees, the amount of attorney's fees to be determined in the paragraph 7 in all cases shall be determined 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 award reasonable to the beneficiaries or trustee's attorney's fees in such appeal.

It is mutually agreed that

it is the intent that no portion of all of said property shall be taken under the right of eminent domain or condemnation, beneficiaries shall have the right if so elected to require that all or any portion of the monies payable in compensation for such taking, whether in the form of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or applied by grantor in such proceedings, shall be paid to beneficiaries and applied to a trust upon any reasonable costs and expenses and attorney's fees both on the trial and appellate courts necessarily paid or incurred by beneficiaries in such proceedings and the balance applied upon the indebtedness secured hereby and grantor agrees at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation proceedings upon beneficiaries' request.

7. At any time and from time to time upon written request of beneficiaries, payment of all fees and presentation of this deed and the note for the liability of any person for the payment of the indebtedness, trustee may

1. consent to the making of any map or plan of said property, this sum in proportion and compensation for clearing any restriction thereon, and in any subdivision or other agreement affecting this deed or the item or charge thereof, and consent to a reasonable amount, all in any part of the property, granted in any conveyance, may be described as the person or persons legally entitled thereto, and the date of issuance of any matter of fact shall be the successive point of the acquisition thereof. Trustee's fee for any of the services mentioned in this paragraph shall be no less than \$1.

2. Upon any default by grantor hereunder, beneficiaries may at any time without notice, either in person or by agent, or by a successor to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby incurred, enter upon and take possession of said property, all or any part of it, in its sole discretion, otherwise subject the same to leases and rentals including those payable and unpaid, and apply the same net fees, costs, expenses, depreciation and interest, including reasonable attorney fees, from any indebtedness secured hereby, and in such order as hereinbefore recited.

3. After giving upon and taking possession of said property, the collection of each rents, issues and profits of the lands or the trees and other improvements, and compensation for awards for any taking or damage of the property, and the right to release thereof as aforesaid, shall not cure or waive any default or cause the trustee hereunder to incur liability any act done pursuant to such notice.

4. To provide upon and taking possession of said property, the collection of each rents, issues and profits of the lands or the trees and other improvements, and compensation for awards for any taking or damage of the property, and the right to release thereof as aforesaid, shall not cure or waive any default or cause the trustee hereunder to incur liability any act done pursuant to such notice.

5. After the trustee has commenced foreclosure by advertisement and sale and at any time prior to 30 days before the date the trustee conducts the sale or the grantor or any other person provided by ORS 86.230 may cure the default or defaults. If the default consists of a failure to pay when due, then caused 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 had no default occurred. Any other default that is capable of being cured, may be cured by rendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person rendering the cure shall pay to the beneficiaries all costs and expenses actually incurred in reducing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

6. Otherwise, the sale shall be held on the date and at the time and place designated in the order of sale, or the time in 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 by cash payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property, willed but without any reservation or warranty, express or implied. The recitals in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and beneficiaries, may purchase at the sale.

7. 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 a valid claim 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 his successors in interest entitled to such surplus.

8. Beneficiaries may, from time to time, appoint a successor or successors to any trustee named herein or any successor trustee appointed hereunder. Upon such appointment and without renunciation to the successional 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 beneficiaries 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.

9. 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 or pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiaries or trustee shall be a party unless such action or proceeding is brought by trustee.

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 as set out on page one hereof.....
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 or household purposes (see Important Notice below)
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes

This deed applies to, insures 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 striking 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 use Stevens-Noss Form No. 1319, 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 acknowledgement opposite.)

STATE OF OREGON

County of Klamath)
) as

This instrument was acknowledged before me on
January 10th, 1986, by
Dennis Noble Weed and Beth
Christine Weed

Dennis Noble Weed
(SEAL) Notary Public for Oregon
My commission expires 3-22-88

STATE OF OREGON

County of)
) as

This instrument was acknowledged before me on
19th by
as
of

Notary Public for Oregon

My commission expires

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

Trustee

TO

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. 801

STEVENS WEED LAW FIRM CO. PORTLAND, ORE.

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title
Attn: Collection Dept
L.L.C.

Fee: \$9.00

STATE OF OREGON,

County of Klamath } as.

I certify that the within instrument was received for record on the 10th day of January, 1986, at 3:45 o'clock P.M., and recorded in book/reel/volume No. 1235 on page 627 or as fee/file/instrument/microfilm/reception No. 57168, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME _____ TITLE _____
By *Patsy Smith* Deputy