

59115

TRUST DEED

THIS TRUST DEED, made this 11th day of March, 1986, between

VALERIE BOSTWICK  
as Grantor, MOUNTAIN TITLE COMPANY OF KLINATH COUNTY  
as Trustee, and  
FOREST PRODUCTS FEDERAL CREDIT UNION  
as Beneficiary,

WITNESSETH:

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

Lot 10, Block 3, THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klinath County, Oregon.

Together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appurtenant, 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 FIVE THOUSAND AND NO/100 (\$25,000.00) 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.

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 or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and then for 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 cause to be recorded 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 third parties or recording 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 may from time to time require in an amount not less than the full replacement value.

5. To pay all taxes, assessments and charges payable by grantor, whether or not such payment is a condition precedent to the payment of any taxes, assessments or charges payable by grantor, and to pay all such taxes, assessments and charges when due and to promptly deliver receipts therefor to the beneficiary. Should the grantor fail to make payment of any taxes, assessments or charges payable by grantor, then the beneficiary shall have the right to make such payment, and the amount so paid, with interest at the rate of ten percent (10%) per annum, shall be added to the principal of the debt secured by this trust deed, and the grantor shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary. Should the grantor fail to make payment of any taxes, assessments or charges payable by grantor, then the beneficiary shall have the right to make such payment, and the amount so paid, with interest at the rate of ten percent (10%) per annum, shall be added to the principal of the debt secured by this trust deed, and the grantor shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

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

7. To appear in and defend any action or proceeding purporting to affect the security or rights of the beneficiary or trustee and in any such action or proceeding in which the beneficiary or trustee may appear, including any suit by the beneficiary of this deed, to pay all costs and expenses, including attorney's fees 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 paid by the trust monies, in the event of an appeal from any judgment or decree of the court of first instance, the amount of such fees shall be paid by the appellant court of first instance reasonable as the beneficiary 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, but is not to be required, that all or any portion of the monies payable as compensation for such taking shall be paid to the beneficiary, and the beneficiary shall be bound to pay all reasonable costs, expenses and attorney's fees payable by or incurred by the beneficiary in such proceedings, shall be paid to beneficiary, and applied by the trustee to the payment of the debt secured by this trust deed, and the beneficiary shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

9. At any time and from time to time upon written request of beneficiary, the trustee shall execute and present to the county clerk and the county recorder of the county in which said property is located, a certificate of satisfaction of the debt secured by this trust deed, and the trustee shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

10. The trustee shall not be required to execute and present to the county clerk and the county recorder of the county in which said property is located, a certificate of satisfaction of the debt secured by this trust deed, and the trustee shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

11. The trustee shall not be required to execute and present to the county clerk and the county recorder of the county in which said property is located, a certificate of satisfaction of the debt secured by this trust deed, and the trustee shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

12. The trustee shall not be required to execute and present to the county clerk and the county recorder of the county in which said property is located, a certificate of satisfaction of the debt secured by this trust deed, and the trustee shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

13. The trustee shall not be required to execute and present to the county clerk and the county recorder of the county in which said property is located, a certificate of satisfaction of the debt secured by this trust deed, and the trustee shall be bound to pay the same when due and to promptly deliver receipts therefor to the beneficiary.

(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 subdivision 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 property or any part thereof, in its own name sue 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 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 of the proceeds 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 to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee shall in 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 86.745.

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 same amount due at the time of the cure other than such portion as would 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. 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 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, and substitution shall be made by written instrument executed by beneficiary, 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 in less 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

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 other (specify): ~~or (even if grantor is a natural person) are for business or commercial 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 and the day and year first above written.

*Valerie Bostwick*  
Valerie Bostwick

**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 use Stearns-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

If the signer of this deed is a corporation, use the form of signature adjacent opposite.

STATE OF OREGON, } ss.  
County of Klamath  
This instrument was acknowledged before me on 5/11/86 by Valerie Bostwick  
*[Signature]*  
Notary Public for Oregon  
My commission expires: 8/16/88

STATE OF OREGON, } ss.  
County of \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
Notary Public for Oregon (SEAL)  
My commission expires: \_\_\_\_\_

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. 811)  
STEARNS-NESS LAW PUB. CO., PORTLAND, ORE.  
VALERIE BOSTWICK  
Grantor  
FOREST PRODUCTS FEDERAL CREDIT UNION  
Beneficiary  
AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath  
I certify that the within instrument was received for record on the 11th day of March, 1986, at 3:32 o'clock P.M., and recorded in book/reel/volume No. MB6 on page 4096 or as fee/title/instrument/microfilm/reception No. 59115, Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
By *[Signature]* Deputy