

ATC 86:53

Vol. 180 Page 4681

59412

TRUST DEED

WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

THIS TRUST DEED, made this 18th day of March, 1986, between Christopher E. Harkey and Lorilee R. Harkey, as tenants by the entirety, as Trustee; and

as Grantor, William P. Brandsness, South Valley State Bank

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:

Lot 15, Block 8, Tract No. 1054, FIRST ADDITION TO GATEWOOD, in the County of Klamath, State of Oregon.

This document is one of three securing a loan to Christopher E. & Lorilee R. Harkey in the amount of \$50,000.00 maturing June 10, 1986.

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect. It may have upon the herein described property. This courtesy recording has been requested of ASBEN TITLE & ESCROW, INC.

together with all and singular the tenements, hereditaments and appurtenances 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 Fifty Thousand 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 June 10, 1986.

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 to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

2. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

3. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

4. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

5. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

6. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

7. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

8. To keep and maintain the same in good condition and to cause the same to be built or improved in accordance with the best interests of the beneficiary and to cause the same to be built or improved in accordance with the best interests of the beneficiary.

(a) consent to the making of any map or plat of said property; (b) join in any instrument or agreement affecting this deed or the lien or charge of said property, without warranty, all or any part of the property, the interest therein, or any part thereof, in its own name or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the principal and interest on the debt secured by this deed, and to the payment of the 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.

12. 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 release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such action.

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 by the trust deed, the default may be cured by paying the 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 obligation, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed and the trustee's and attorney's fees not exceeding the amounts provided for 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 shall be made by written instrument, executed by beneficiary, and substitution shall be made by the mortgage records of the county or counties in 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, or an escrow agent licensed under ORS 696.505 to 696.585.

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 to be used for the grantor's personal, family or household purposes (see Important Notice below).

His 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: Before, by filing out, which ever warranty (a) or (b) is not applicable; if a warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by using required disclosure; for this purpose use Statement Form No. 1219, or equivalent. If compliance with the Act is not required, disregard this notice.

(b) the signer of this deed is a corporation, or the form of entire subsigned caption.

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on March 18, 1986, by

Christopher E. Harkey and Lorilee

Harkey

(SEAL) Notary Public for Oregon

My commission expires: 3-14-87

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

(SEAL)

My commission expires:

FOR FULL RECONVITANCE

To be paid at / 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 evidence of indebtedness secured by said trust deed (which are delivered to you and which together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the same to be held by you under the same. Mail reconveyance and documents to

DATED:

Be sure to destroy this Trust Deed OR THE NOTE which it secures. Each must be delivered to the trustee for cancellation before reconveyance will be made.

## TRUST DEED

(FORM No. 211)

STANDARD FORM 1000 LAR PUBL. CO. PORTLAND ORE

Grantor

Beneficiary

AFTER RECORDING, RETURN TO:

SOUTH VALLEY STATE BANK  
5215 SOUTH SIXTH STREET  
KLAMATH FALLS, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 20th day of March, 1986, at 3:36 o'clock P.M., and recorded in book/reel/volume No. 1886 on page 4681 or as fee/title/instrument/microfilm/reception No. 59412, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Blash, County Clerk

By [Signature] Deputy

Fee: \$9.00