

**59518**

**TRUST DEED**

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THIS TRUST DEED, made this  
LOUISE E. GANONG

31s

..day of

January

1986, between

Grantor, William H. Ganong  
Theresa G. Ganong

..., as *Trustee*, and

**Beneficiary.**

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

WITNESSETH:

Lots 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 5, Lakeside Addition to the City of Klamath Falls, according to the official plat thereof on file in the office at the County Clerk of Klamath County, Oregon.

Subject to existing recorded security interests held by other persons.

FOR THE PURPOSE OF SECURING PERFORMANCE of each of the

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTEEN THOUSAND and no/ 00 (said sum is the approximate balance as of the date of this instrument and does not include interest) Dollars, with interest thereon according to the terms of a promissory note payable to beneficiary on order and made by grantor, the final payment of principal and interest hereof, if not earlier paid, to be due and payable on demand.

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, shall become immediately due and payable.

The above described real property is not currently used for agricultural purposes.

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, not to cause or permit any waste of said property.  
 2. To insure the property.

[illegible]

d To provide and continuously maintain insurance on the buildings and other premises owned by the trust against loss or damage by fire or other hazards so the beneficiary may from time to time receive in

[illegible]

grantee, assignee and transferee from these constructions. Lender and to pay all principal and interest and other charges that may be levied or imposed upon or against the property and any part of such taxes, interest, charges and other obligations, however paid, due or demanded and promptly deliver receipts and other documents in support of the grantor's obligations. The grantor shall not be liable for any insurance, premiums, taxes or other charges payable by the grantor, either in full payment or by providing beneficiaries with funds with which to pay the same. Beneficiaries may, at their option, make payment thereof, together with interest at the rate set forth in the instrument thereof, and the same shall be added to the principal of the debt secured by the instrument. Beneficiaries shall not become a part of the debt secured by the instrument, and no such payment shall constitute a discharge of any of the obligations herein so described, as well as the grantor, and the property, the proceeds, and all such other assets shall be bound for the payment of the debt secured by the instrument and the unpaid principal and interest payable thereon. All amounts secured by this trust deed immediately due and payable and interest thereon shall be paid by the grantor, and the beneficiaries shall not be liable for a breach of this trust deed.

the search as well as the other costs and expenses of the trustee incurred in enforcing this obligation and trustee's and attorney's actually incurred.

2. To appear and defend any action or proceeding purporting to set aside rights or powers of beneficiary or trustee; and in any suit, must file the affidavit in which the beneficiary or trustee must, including evidence of title and the deed, to pay all cost and expenses of the suit at once as fees mentioned in the power of trustee's attorney's fees; the fee of the court and in the event of an appeal from all such fees shall be paid by the trustee; and further agrees to pay such sum as the court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

4. In the event that any portion or all of said property shall be taken the title of eminent domain or condemnation, herein, and that it

[illegible]

of the time upon written request of beneficiary of the trust, and the note for the payment of the indebtedness of the trust.

The Trust Deed also provides that the trustee hereunder must be either an attorney

...to subsidiaries, affiliates, agents or branches, the United States or a

[illegible][illegible]

time without notice, either in person, by agent or by a receiver as appointed by a court, and without regard to the adequacy of any security or indebtedness hereby secured, upon and take possession of said property, in any part thereof, in its own name, sue or otherwise collect the rents, issues and profits, including those past due or otherwise collect the rents, less costs and expenses of operation and collection, and apply the same, less any such expenses, to the payment of the principal and interest on the indebtedness hereby secured, and in such order as beneficiary may determine.

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 invalidate any judgment 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 shall have all sums secured hereby immediately due and payable. The beneficiary shall have an equity at his election may proceed to foreclose this trust deed by advertisement and sale. If the grantor or direct the trustee to foreclose this trust deed execute and cause to be recorded after event the beneficiary or the trustee shall file with the said described real property written notice of default and his election to foreclose. Upon the trustee shall fix 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 86.795.

The trustee has commenced foreclosure by advertisement and sale, and at any time prior to 3 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 the entire amount due at the time of the cure may be cured by paying the amount then due. If no default occurred, any other default for which a portion would be paid by tendering the performance required, that is capable of being cured, the person electing the cure may, in addition to curing the default, recover actually incurred in enforcing the obligation of the beneficiary all costs of the 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 and place at which said sale may be postponed as provided by law. The trustee may designate any property either in one parcel or in separate parcels and shall sell the parcels in any order of auction to the highest bidder in cash, and shall sell the parcels in any order of delivery to the purchaser in cash, payable at the time of sale. The parcels may be sold, but without any covenant or warranty, as required by law conveying the title thereto, and the deed of any matters of fact shall be a sufficient proof of the truthfulness thereof. The person, excluding the trustee, but including the grantor and beneficiary, may purchase the parcels, but if the person is the

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 agent, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the trust deed, (4) to all persons having claims against the trust estate, (5) to the interest of the trustee in the trust property, if any, to the remaining principal of the trust, and (6) to the remainder to the beneficiaries of the trust.

16. Beneficiary may from time to time appoint a successor or successors. Upon such appointment, and without conveyance to the appointee, the trustee herein named or appointed shall have all title, powers and duties conferred and distributed to be made by written instrument. Each such appointment as recorded in the mortgage records of the county of \_\_\_\_\_ by beneficiary, if the property is situated, shall be conclusive proof of proper appointment in 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 required to notify any party hereto of pending sale under any other deed of record of any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed also 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 subdivisions, cities, counties or branches, the United States or any agency thereof, 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 Trust Deed shall also secure the payment of any extension or renewal of the above said Note or any further advance made by Beneficiaries to Grantor on Account thereof.

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 purpose of securing a loan for business or commercial purposes other than agricultural purposes.~~

This deed applies to, cures 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 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 Regulations 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. 1303 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 grantor of the above is a corporation, use this form of acknowledgment separately.)

STATE OF OREGON,

County of Klamath  
January Feb. 6

Personally appeared the above named  
Louise E. Ganong

STATE OF OREGON, County of \_\_\_\_\_ ss.

\_\_\_\_\_, 19\_\_

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)

I, \_\_\_\_\_, do hereby acknowledge the foregoing instrument to be my voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 11-2-86

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned in 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 with it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

### TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

LOUISE E. GANONG  
523 MAIN STREET  
KLAMATH FALLS, OR 97601

SPACE RESERVED  
FOR  
RECORDERS USE

Fee: \$9.00

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instrument was received for record on the 25<sup>th</sup> day of March, 1986, at 8:53 o'clock A.M., and recorded in book/reel/volume No. 4883 on page 4883 or as fee/file/instrument/microfilm/reception No. 59518, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE  
By \_\_\_\_\_ Deputy