

60423

RECORDING REQUESTED BY

ATC 29572

Vol. M86 Page 6623

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City & State

Sierra Construction  
438 Sycamore Rd.  
Santa Monica, Calif. 90402

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NN01067  
TO 22154 CA (1-83)

## LONG FORM ALL-INCLUSIVE PURCHASE MONEY DEED OF TRUST AND ASSIGNMENT OF RENTS

**This All-Inclusive Purchase Money Deed of Trust**, made this 3rd day of February, 19 86  
between GARY W. BURKE AND ANNE A. BURKE

herein called TRUSTOR, whose address is 2901 Peninsula Rd. #231, Oxnard, California 93030,  
ASPEN TITLE & ESCROW, INC. (number and street) (city) (state) (zip)  
a corporation, herein called TRUSTEE, and

SIERRA CONSTRUCTION

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,  
that property in Klamath County, Oregon described as:

Lot 28, Block 30, Fourth Addition to Nimrod River Park, in  
the county of Klamath, State of Oregon.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and  
conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:**

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one all-inclusive purchase money  
promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$8,002.04 executed by Trustor in  
favor of Beneficiary or order.

**Underlying Obligations:**

This is an all-inclusive purchase money deed of trust, securing an all inclusive purchase money promissory note in the original principal amount of  
EIGHT THOUSAND TWO AND 04/100

Dollars (\$8,200.04) (the "Note") which includes within such amount the unpaid balance of the following

(a) A promissory note in the original principal sum of ONE THOUSAND NINETY THREE AND 25/100

(\$1,093.25) in favor of JAMES W. JOHNSON AND LU ANN JOHNSON Dollars

secured by a deed of trust recorded April 17, 1986, as Document No. \_\_\_\_\_, in Book M86, Page  
6620, Official Records of Klamath County, California, and

(b) A promissory note in the original principal sum of \_\_\_\_\_

(\$) in favor of \_\_\_\_\_ Dollars

secured by a deed of trust recorded \_\_\_\_\_, 19\_\_\_\_, as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, Page  
\_\_\_\_\_, Official Records of \_\_\_\_\_ County, California.

(The Promissory Notes secured by such deeds of trust are hereinafter called the "underlying Notes.")

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and  
workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials  
furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit  
waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other  
acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.  
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 Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The  
provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay  
all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or  
Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock;  
subject to the mutual agreements of the parties as below set forth, to pay when due, all incumbrances, charges and liens, with interest, on said property or any  
part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without  
notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as  
either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and

(ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus

(iii) The costs of foreclosure hereunder, plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note secured hereby, for the purpose of Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note(s); satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

Signature of Trustor

Gary W. Burke

Anne A. Burke

Signature of Beneficiary

SIERRA CONSTRUCTION

By:

State of California }  
County of Ventura } ss.

On this the 21<sup>st</sup> day of March 1986, before me,

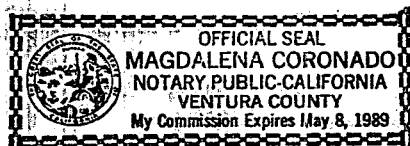
MAGDALENA CORONADO

the undersigned Notary Public, personally appeared

GARY W BURKE AND ANNE A. BURKE.

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

MAGDALENA CORONADO  
Notary's Signature



# GENERAL ACKNOWLEDGMENT

NO. 201

State of CALIFORNIA }  
County of LOS ANGELES } ss.

On this the 15<sup>th</sup> day of FEBRUARY 1986, before me,

V. M. WITTENBEL

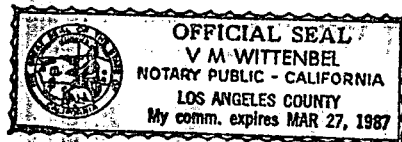
the undersigned Notary Public, personally appeared

WILLIAM V. TROPP

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that HE executed it. WITNESS my hand and official seal.

Notary's Signature

VM Wittenbel



NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of April A.D., 19 86 at 3:50 o'clock P M. and duly recorded in Vol. M86  
of Mortgages on Page 6623

FEE \$13.00

Evelyn Blehn, County Clerk

By: [Signature]