

186

**between**

THIS TRUST DEED, made this

**as Beneficiary,**

**WITNESSETH:**

Grantee irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Government Lots 2, 3, 6 and 7, Section 19, T.56S., R.11E.,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and the sum of ELEVEN THOUSAND FIVE HUNDRED and No/100 (\$11,500.00) Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, it

FOR THE PURPOSE OF SECURING FIDELITY BOND No. 100 (\$11,500.00)  
sum of ELEVEN THOUSAND FIVE HUNDRED 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 April 17, 1988, on which the final installment of said note is due. This instrument is the date, stated above, on which the final installment of said note is due, agreed to be

note of even date herewith, payable to beneficiary or order and made by grantor, April 17, 1988, not sooner paid, to be due and payable secured by this instrument is the date, state 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:

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 commit or permit any waste of said property.

2. To repair, replace or restore promptly in good and workmanlike manner any and all structures, buildings, improvements, fixtures, equipment, contents, and contents of any building or improvement thereon, which are damaged or destroyed by fire, lightning, explosion, flood, wind, earthquake, or any other cause, and to replace or restore the same as soon as practicable.

and repair; to not commit or permit any waste of said property.

2. To complete or restore promptly any in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due 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 the beneficiary to obtain and file with the Uniform Commercial Code in executing said financing statements pursuant to the filing same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To cause the beneficiary to continuously maintain insurance on the buildings

proper public office of United States and the Government of the District of Columbia, or by filing officers or searching 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 \$100,000.00 and the latter, all the companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; and if the beneficiary shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of said policies to the beneficiary, the beneficiary shall hereafter place on said buildings, and on any policy of insurance now or hereafter placed on grantor's expense. The amount of the beneficiary may procure any other insurance policy may be applied to the beneficiary collected under any fire or insurance secured hereby and in such amount so collected, or may determine at or at option of beneficiary the entire application or release shall not cure or waive any default or notice of default hereunder or invalidate any action not due pursuant to such notice.

5. To be free from construction liens and to pay all

[illegible]

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, and defend any action or proceeding purporting to set aside or annul any of the foregoing.

7. To defend in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's attorney's lien, to defend the beneficiary's or trustee's attorney's lien. In all cases shall amount of attorney's fees mentioned in this paragraph from any judgment of the trial court and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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, if it so elects, to require that all or any portion of the monies payable to beneficiary in such proceedings shall be paid to beneficiary in full or in part, as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by beneficiary in such proceedings, shall be paid to beneficiary in full or in part, as incurred by it first upon any reasonable costs and expenses and attorney's fees applied by it first upon any reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such and securing the same for beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, or by its duly authorized agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness herein secured, enter upon and take possession of any and all property of the grantor or its estate, in its own name sue or otherwise collect the rents, issues and profits, including those past due and any unpaid, and apply the same, after payment of all 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, upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of said and other property, and the application or release thereof as aforesaid, shall not cure or discharge the indebtedness hereunder or in any way diminish or in any way 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 event the beneficiary at his election may proceed to foreclose this trust deed even though the beneficiary at his election may direct the trustee to foreclose the trustee shall act in equity as a mortgagee or direct the trustee to foreclose the trustee shall advertise and cause to be recorded his written notice to satisfy the obligations secured hereby and cause to be recorded his written notice of default and his election to sell the said described real property at law and proceed to foreclose this trust deed to sell the said described real property at law and proceed to foreclose this trust deed hereby, whereupon the trustee shall issue and proceed to foreclose this trust deed thereat as then required by law and proceed to foreclose this trust deed in ORS 86.740 to 86.795.

[illegible]

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 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 by law, and shall receive for the purchaser its deed in form as required by law concerning property so sold, but without any covenants 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 the sale to payment of (1) the expenses of the sale, including the costs of advertising and the costs of the sale, (2) to all persons claiming (2) to the obligation secured by the trust, (3) to all persons claiming (3) to the obligation secured by the trust, (4) to all persons claiming (4) to the obligation secured by the trust, or having recorded liens subsequent to the interest of the trustee in the trust, or as their interests may appear in the order of their priority and (5) to the grantor or his successor in interest entitled to the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. For any reason permitted by law beneficiary may from time to time assign or convey to any person or persons named herein or to their heirs or assigns all or any part of the interest of the beneficiary in the trust.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in 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, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents 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

Except matter of public records and public roads

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, household or agricultural purposes (see Important Notice below),~~  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 the day and year first above written.

\* 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 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 signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of \_\_\_\_\_

} ss.

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

Personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

GIENGER ENTERPRISES INC.

By: *Larry Gienger*

*Elvire P. Gienger*

Klamath

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

, 19 86

} ss.

Personally appeared \_\_\_\_\_

L. A. Gienger

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)

# 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: \_\_\_\_\_

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. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO \_\_\_\_\_

SPACE RESERVED

FOR \_\_\_\_\_

RECORDER'S USE

STATE OF OREGON,

County of Klamath

} ss.

I certify that the within instrument was received for record on the 18th day of April, 19 86, at 10:19 o'clock A.M., and recorded in book/reel/volume No. M86 on page 6655 or as fee/file/instrument/microfilm/reception No. 60437, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

EVELYN BIEHN County Clerk

NAME

TITLE

By *Bernarda J. Helzlsouer* Deputy

Fee \$9.00

10071 DEE

0022