

OC

60695

TRUST DEED

Vol. M8, Page

70749

THIS TRUST DEED, made this 25th day of April, 1986, between  
City of Klamath Falls, an Oregon municipal corporation

as Grantor, Mountain Title Company of Klamath County  
Leonard R. and Mary Jean Putnam, husband and wife, or the survivor of them

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:

See attached Exhibit "A" description.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise  
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-  
tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the  
sum of two hundred and thirty thousand (\$230,000.00) 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 May 1, 1997.

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 commit or permit any waste of said property.

2. To complete or improve which may be constructed, damaged or  
manner any building or improvement which may be constructed, damaged or  
destroyed thereon, and pay when due all costs, covenants, conditions,  
and restrictions affecting said property; if the beneficiary so requests, to  
join in executing such financing statements pursuant to the Uniform Commer-

cial 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 filing officers or searching agencies as may be deemed desirable by the  
beneficiary.

3. 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 \$  
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;  
if the grantor 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 expira-  
tion of any policy of insurance now or hereafter placed on said buildings,  
the beneficiary may procure the same at grantor's expense. The amount  
of any policy of insurance procured by the beneficiary shall be applied by the  
beneficiary under any fire or other insurance policy may be applied by the  
beneficiary upon any indebtedness secured hereby and in such order as collected,  
or may determine, or at option of beneficiary the entire amount so collected,  
by part thereof, may be released to grantor. 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.

4. To keep said premises free from construction liens and to pay all  
taxes, assessments and other charges that may be levied or assessed upon or  
against said property before any part of such taxes, assessments and other  
charges become past due or delinquent and promptly deliver receipts therefor  
to beneficiary; should the grantor fail to make payment of any taxes, assess-  
ments, insurance premiums, liens or other charges payable by grantor, either  
by direct payment or by providing beneficiary with funds with which to  
make such payment, beneficiary may, at its option, make payment thereof  
and the amount so paid, with interest at the rate set forth in the note secured  
hereby, together with all other rights arising from breach of any of the  
trust deed, without waiver of any rights arising from breach of any of the  
covenants hereof and for such payments, with interest as aforesaid, the prop-  
erty hereinbefore described, as well as the payment of the obligation, with-  
out notice, and all such payments shall be immediately due and payable and  
constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust including the cost  
of title search as well as in enforcing this obligation and trustee's and attorney's  
fees actually incurred.

6. To appear in and defend any action or proceeding purporting to  
affect the security rights or powers of beneficiary or trustee; and in any suit,  
action or proceeding in which the beneficiary or trustee may appear, including  
any suit for the foreclosure of this deed, to pay all costs and expenses, in-  
cluding attorney's fees mentioned in this paragraph 7, in all cases shall be  
amount of attorney's fees mentioned in the event of an appeal from any judgment or  
decree of the trial court, grantor further agrees to pay such sum as the ap-  
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-  
ney'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, if it so elects, to require that all or any portion of the amount required  
as compensation for such taking, which are in excess of the amount required  
to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary  
and to pay all reasonable costs and expenses and attorney's fees, incurred by beneficiary  
in the trial and appellate courts, necessarily paid or incurred by the beneficiary  
both in such proceedings, and the balance applied upon the indebtedness  
secured hereby; and grantor agrees, at its own expense, to take such actions  
and execute such instruments as shall be necessary in obtaining such com-  
pensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of bene-  
ficiary, payment of its fees and reconveyances, for cancellation, without affecting  
endorsement (in case of full reconveyances), the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 for those encumbrances apparent on the land and those of record in the Klamath County Clerk's office.

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: (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.  
Personally appeared the above named )  
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and acknowledged the foregoing instrument to be voluntary act and deed.  
Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires:

STATE OF OREGON, County of Klamath ) ss.  
April 25, 1986

Personally appeared George C. Flitcraft, Mayor and Donna M. Wohlwend, City Recorder, who, each being first duly sworn, did say that the former is the Mayor, president and that the latter is the City Recorder, secretary of the City of Klamath Falls, a municipal 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:  
Kristi L. Redd  
Notary Public for Oregon  
My commission expires: 11/16/87

(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: \_\_\_\_\_, 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. 881)  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.  
City of Klamath Falls,  
Oregon Grantor  
Leonard R. and Mary Jean Putnam Beneficiary  
AFTER RECORDING RETURN TO  
MTC

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, ) ss.  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/tile/instrument/microfilm/reception No. \_\_\_\_\_.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
NAME TITLE  
By \_\_\_\_\_ Deputy

## EXHIBIT "A" DESCRIPTION

## PARCEL 1

The following described property situated in Klamath County, Oregon:

Beginning at the intersection of the Southeasterly line of Front Street with the Westerly line of California St., thence Southeasterly along the Westerly line of California Street, 431 feet more or less to the Westerly line of the West side Highway now a part of the Oregon State Section Highway system as now constructed, thence Southwesterly along the Westerly line of said Highway 360 feet more or less to the shore line of Upper Klamath Lake, thence Northwesterly along the said shore line 150 feet to a point, thence in a Northeasterly direction 450 feet more or less to the point of beginning.

AND,

Beginning at the intersection of the Southerly line of Front Street with the Westerly line of California Ave., thence Westerly along the Southerly line of Front St., a distance of 133 feet; thence South  $15^{\circ}03\frac{1}{2}'$  West 361 feet, more or less, to the shore line of Upper Klamath Lake; thence Southeasterly along the shore line of the lake 68 feet, more or less, to the most Westerly corner of that certain tract conveyed to Donald J. Divens et ux by Deed Recorded on page 56 of Volume 230 of Deeds; thence Northeasterly along the Westerly line of said parcel of land, a distance of 450 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM a portion of that property conveyed to Leonard R. and Mary Jean Putnam, husband and wife, by Deed Volume M78 at page 941 of the Deed Records of Klamath County, Oregon, more particularly described as follows:

A twenty (20) foot wide strip of land lying Northerly of and parallel and contiguous with the Northerly right of way line of Lakeshore Drive (formerly State Secondary Highway No. 421), said strip beginning at the West right of way line of California Avenue and running Westerly and terminating at the high water line of Link River, said strip being measured at right angles to said Northerly right of way line.

## PARCEL 2

That portion of Section 30, Township 38 South, Range 9 East of the the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point where the Westerly right of way line of the Oregon State Secondary Highway Number 421, (sometimes called the Westside Highway or Lakeshore Drive), intersects the right bank of Link River, which point is near the Southwesterly end of Fremont Bridge across Link River; thence southerly along the Westerly right of way line of said Highway to the Northerly boundary of a parcel of land described in a Deed from Rufus S. Moore and Clara A. Moore and Mary L. Moore to the City of Klamath Falls, Oregon, which is recorded in Klamath County Deed Records, Volume 75, page 532; thence West to the Easterly bank of Upper Klamath Lake; thence Northerly and Easterly along said bank of Upper Klamath Lake and the Westerly bank of said Link River to the point of beginning.

EXCEPTING THEREFROM a portion of that property conveyed to Leonard R. and Mary Jean Putnam, husband and wife, by Deed Volume M83 at page 2829 of the Deed Records of Klamath County, Oregon, more particularly described as follows:

A twenty (20) foot wide strip of land lying Northerly of and parallel and contiguous with the Northerly right of way line of Lakeshore Drive (formerly State Secondary Highway No. 421), said strip beginning at the high water line on the West bank of Link River and running Westerly and terminating at a radial line projected Northerly from said right of way centerline at Station 49+24.8 PCC, said strip being measured at right angles to or radially from said Northerly line of Lakeshore Drive.

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NOTES RECORDED IN THE CLERK'S OFFICE

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 25th day  
of April A.D., 19 86 at 10:41 o'clock A M., and duly recorded in Vol. M86  
of Mortgages on Page 7074.

FEE \$13.00

Evelyn Biehn, County Clerk  
By [Signature]