

63376

## TRUST DEED

TRUST DEED  
WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

THIS TRUST DEED, made this 25th day of June, 1986, between Maynard Wood and Daniel E. Sandberg, a partnership, dba Klamath Falls Sewing Center

as Grantor, William P. Brandsness  
South Valley State Bank

as **Beneficiary,**

**WITNESSETH:**

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" by this reference made a part hereof.

This document is one of two securing a loan to M. Maynard Wood and Daniel E. Sandberg, a partnership, dba Klamath Falls Sewing Center dated June 25, 1986 in the amount of \$86,500.00 with maturity of June 25, 1996.

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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Eighty-Six Thousand Five Hundred and No/100 Dollars, with interest thereon according to the terms of a promissory note and RENEWALS payable to beneficiary or order and made by grantor, the final payment of principal and interest hereon, if

note of even date herewith, payable to beneficiary or order and made by grantor, June 25, 1996.  
not sooner paid, to be due and payable June 25, 1996, on which the final installment of said note  
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 within described real property is not currently used for agricultural, timber or grazing purposes.  
(b) join in any

The above described real property is not subject to any other lien or encumbrance.

To protect the security of this trust deed, grantor agrees:

To execute and maintain said property in good condition and to pay all taxes and assessments thereon.

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.

not to commit or permit any act which may be deemed to be negligent, damaged or manner to the complete or restore promptly and in good faith, and

2. To condition or improvement which may be deemed to be negligent, damaged, destroyed thereon, and pay when due all ordinances, regulations, covenants, conditions and restrictions affecting said property, if the beneficiary, on request, to the Uniform Commercial Code as the beneficiary may be well as the cost of all lien searches by the proper public officers or searching agencies as may be deemed desirable by the beneficiary.

3. To comply with all restrictions affecting said property, if the beneficiary, on request, to the Uniform Commercial Code as the beneficiary may be well as the cost of all lien searches by the proper public officers or searching agencies as may be deemed desirable by the beneficiary.

4. To continuously maintain insurance on the building and the building contents.

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 acquire, in and such other hazards as the beneficiary may from time to time acquire, in and such other hazards as the beneficiary may from time to time acquire, in an amount not less than \$ FULL AMOUNT payable to the latter; all companies acceptable to the beneficiary, with the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; to 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 expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may require the same at grantor's expense. If the amount collected under any life or other insurance policy may be applied by beneficiary upon the undebtedness 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 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 or free from construction liens and to pay all

any part thereof, whether or not such party is a party to the trust, shall not cure or waive any default or notice of default hereunder or constitute an act done pursuant to such notice.

5. To keep said premises free from a construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any of such taxes, assessments or other charges become payable by or delinquent and promptly deliver the same to the proper authorities, the grantor covenants and warrants that if any taxes, assessments or other charges should the grantor fail to make payable by grantor, either to the proper authorities or by providing for the same with funds with which to make such payment, beneficiary, or its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured by this deed, shall be added to and become a part of the debt secured by this deed, together with any and all rights arising out of a breach of any of the covenants hereof and for such payments, the grantor shall be bound to the extent that they are bound for the payment of the obligation hereunder and all such payments shall be immediately due and payable and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed and immediately due and payable and render all sums secured by this trust deed of this trust including the cost of this deed.

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 and attorney's fees actually incurred, in and defend any action or proceeding brought by or against the trustee and in any suit.

7. 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 action or proceeding to foreclose on this deed, to pay all costs and expenses, including reasonable attorney's fees, and to pay all costs and expenses of litigation, including evidence of title and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees and costs and expenses of litigation, and the amount of attorney's fees and costs and expenses of litigation in the event of an appeal from the decision of the trial court, grantor further agrees to pay such sums as the appellate court shall deem reasonable as the beneficiary's or trustee's attorney's fees on such appeal. It is understood that: \_\_\_\_\_ shall be taken

It is mutually agreed that:

[illegible]

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 for endorsement (in case of full reconveyances for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property; (b) join in any granting any easement or creating any restriction thereon; (c) join in any abandonment or other agreement affecting the whole or any part of the property. The foregoing shall not be deemed to constitute an admission of the truth of the recitals thereof; (d) reconvey, without warranty, to the "person or persons" named in any reconveyance, or to the "trustee or trustees" named in any trust agreement, and the recitals therein of any matter or thing shall be conclusive proof of the truthfulness thereof. No fee shall be charged for any of the services mentioned in this paragraph shall be less than \$5.

[illegible]

11. 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 act done pursuant to such notice.

[illegible]

13. After the trustee has commenced foreclosure by advertisement and sale, if the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default or defaults may be cured by paying the sums secured by the trust deed at the time of the cure other than such portion of the entire amount due had no default occurred. Any other default or defaults requiring the cure may be cured by tendering the sums required in addition to curing the default or obligation or trust deed. In any cure shall pay to the beneficiary all sums due and defaults, the person owed. In any cure shall pay to the beneficiary all sums due and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided for in the deed.

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 by auction in one or more parcels and in one or more lots, or by private sale in one or more parcels or in separate parcels and in one or more lots, at the time of sale. The trustee shall deliver to the highest bidder for cash, or in form as required by law conveying the property to the purchaser without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truth thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

1. 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 reasonable charge by trustee's attorney, (2) to the obligation due to the interest of the trustee in the property, (3) to the interest of the beneficiary in the property, and (4) the having recorded liens against the property in the order of their priority and (5) 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, all title, powers and duties of the trustee, trustee herein named or appointed hereunder, shall by appointment and substitution shall be made by deed duly executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the mortgaged premises are 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, 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.

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3 311 2 55

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:  
(a) \* primarily for grantor's personal, family or household purposes (see Important Notice below);  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 use Stevens-Ness Form No. 1319, 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 acknowledgement opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on  
June 25, 1986, by

Barbara Hawkins

Notary Public for Oregon

(SEAL)

My commission expires: 10-25-88

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on June 25, 1986, by M. Maynard Wood, General Partner  
and Daniel E. Sandberg, General Partner  
of Klamath Falls Sewing Center, a partnership

Notary Public for Oregon

My commission expires:

(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.

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 \_\_\_\_\_

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/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

M. Maynard Wood and Daniel E. Sandberg, a partnership, dba Klamath Falls Sewing Center

11802

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:

A tract of land in the SE¼ of Section 2, Township 39 South, Range 9 E.W.M., described as follows: Beginning at a point 30 feet Westerly from the centerline of Wiard Street and 30 feet Northerly from the Southerly line of the NW¼ of said Section 2, which is also the center line of the right of way of the Dalles-California Highway and which point of beginning also lies S. 88°59' W. a distance of 50.4 feet along the Southerly line of the NW¼ of said Section 2, and N. 0°59' W. a distance of 30.0 feet from the iron pin in the pavement of the Dalles-California Highway which marks the center of said Section 2, running thence S. 88°59' W., parallel with the Southerly line of the NW¼ of said Section 2 a distance of 68.55 feet, more or less, to the Southeast corner of parcel described in deed from Grace E. McNeal to Harry L. Wiard, et al, recorded in Volume 318 page 663, Deed Records of Klamath County, Oregon; thence N. 0°54' W. along the East line of last mentioned parcel a distance of 140.0 feet to the Northeast corner thereof, thence N. 88°59' E., parallel with the South line of the NW¼ of said Section 2, a distance of 68.55 feet, more or less, to a point on the West right of way line of Wiard Street and 30.0 feet a distance of 140.0 feet, more or less, to the point of beginning. LESS AND EXCEPTING portion conveyed to the State of Oregon for the widening of South Sixth Street by Deeds recorded in Volume 357 page 229, and Volume 361 page 134, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ July \_\_\_\_\_

A.D. 19 86 at 2:55

of Mortgages

o'clock P

M.,

and duly recorded in Vol. \_\_\_\_\_ the 3rd

day

on Page 11800

M86

Evelyn Stehn

By

County Clerk

Dorothy A. Helrich

FEE \$13.00