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TRUST DEED

THIS TRUST DEED, made this 5th day of August, 1986, between *****LONNIE V. BLOFSKY and JERILYN R. BLOFSKY*****

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary.

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

A tract of land situated in the SE 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 18, said point being marked by a 1 1/4" x 32" iron pin stamped OLS 354; thence North 89° 52' 30" West along the South line of said Section 18 a distance of 166.67 feet; thence North parallel with the East line of said Section 18 a distance of 261.36 feet; thence South 89° 52' 30" East parallel with the South line of said Section 18 a distance of 166.67 feet to a 5/8" x 30" iron pin with aluminum cap stamped OLS 354 on the East line of said Section 18; thence South along the East line of said Section 18 a distance of 261.36 feet to the point of beginning, with the bearings being based on the East line of said Section 18 as being North.

Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of FOUR THOUSAND AND NO/100 \$4,000.00 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order, and made by the grantor, principal and interest being payable in monthly installments of \$64.46 commencing September 20, 1986.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or other having an interest in the above described property, as may be evidenced by a note or notes, if the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon any of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend this said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having priority over this trust deed; to complete all buildings in course of construction hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary at all cost; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected on said premises continuously insured against loss by fire or other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note to time require, and to deliver the original policy of insurance in correct form and with approved payable clause in favor of the beneficiary attached and with fifteen days prior to the effective date of any such policy of insurance; said policy of insurance is not to be tendered, the beneficiary at its own discretion may insure for the benefit of the beneficiary, which insurance shall be non-cancelable by the grantor during the full term of the policy thus obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the loan, or, at the option of the beneficiary, the sums so paid shall be held by the beneficiary in trust as a reserve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied against said property, and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the principal of the loan or their representatives, and to charge said sums to the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or upon sale or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the grantor on demand and shall be secured by the lien of this trust deed. In enforcing this obligation, and trustee's and attorney's fees actually incurred, to appear in and defend any action or proceeding purporting to affect the security of the beneficiary or trustee, and to pay all reasonable costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account.

It is mutually agreed that:
1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action or proceeding, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full recovery, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lien or charge hereon; (d) recovery without warranty; all or any part of the property. The grantee in any recovery may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the performance of any indebtedness secured hereby or until the grantor shall default in the payment of any indebtedness secured hereby or until the grantor shall become due and payable, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable, without any default by the grantor hereunder, the beneficiary may, at any time without notice, either in person, by agent or by a court, security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name and take possession of the rents, issues and profits, including those past due and unpaid, and the same, less costs and expenses of operation and collection, including attorney's fees, upon any indebtedness secured hereby, and to such extent as the beneficiary may determine.

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nonconsent, at the time fixed by the preceding paragraph. The trustee shall deliver to the purchaser the deed in form as required by law, conveying the property as sold, but without any covenant or warranty, express or implied, in this instrument as to the deed or any matters or facts shall constitute proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

8. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the reasonable charges of the trustee; (2) To the obligation secured by the trust; (3) To all persons having provided liens subsequent to the order of the priority in the trust deed; and (4) The surplus, if any, to the order of their priority.

9. The surplus, if any, to the order of their priority shall be paid to the trustee or to his successor in interest entitled to such surplus.

10. For any reason, if the trustee is unable to sell the property, the trustee shall purchase at the sale.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to the trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without consent of the trustee, the latter shall be deemed to have accepted all title, powers and duties conferred upon any trustee herein named or appointed, with all title, powers and duties of the trustee named or appointed hereunder, and the appointment by the beneficiary, containing reference to this trust deed, and recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to the property described in the deed of trust.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the debt secured hereby, whether or not named as a beneficiary herein. In construing the deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

STATE OF OREGON
County of Klamath } ss.

THIS IS TO CERTIFY that on this 5th day of August, 1986, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Lonnie V. Blofsky and Jerilyn R. Blofsky to me personally known to be the identical individuals named in the foregoing instrument, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires: 7-6-90

TRUST DEED

STATE OF OREGON
County of Klamath } ss.

I certify that the within instrument
was received for record on the 6th
day of August, 1986,
at 10:36 o'clock A.M., and recorded
in Book M86 on page 13835
Record of Mortgages of said County.

Witness my hand and seal of County
affixed:

Evelyn Biehn, County Clerk

County Clerk

Deputy

REQUEST FOR FULL RECONVEYANCE

TO BE USED ONLY WHEN OBLIGATIONS HAVE BEEN PAID

TO: William Sitemore

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 accept all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to receive the same, without warranty, to the parties designated by the terms of said trust deed; the estate now held by you under the same.

DATE: 11/11/66

19____ by _____
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