

MTC-16913-K

65409

TRUST DEED

VOL MSL Page 15671

THIS TRUST DEED, made this 29th day of August, 1986, between JOE C. HALOUSEK and GLADYS HALOUSEK, husband and wife, as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Beneficiary, and HENRY J. PAYNTER and LEE K. PAYNTER, husband and wife, as Trustee, and

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

Lot 18, Block 1, COUNTRY GREEN, TRACT 1085, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH a 1977 Sunny Mobile Home, License #X134754, and Serial #56242CKPD72724, which is firmly affixed to the land described herein.

WITNESSETH:

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 THIRTY-THREE THOUSAND 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 per terms of Note 19.

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, or, as the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or thereafter, 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; nor to remove or demolish any building or improvement thereon; nor to commit or permit any waste of said property.

2. To complete or restore, promptly and in good and workmanlike manner all buildings and improvements which may be constructed, claimed or destroyed thereon, and pay when due all costs incurred thereon.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary, or his attorney, 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 him or his attorney.

4. To provide and continuously maintain insurance on the buildings and such other property as the beneficiary may from time to time require in an amount not less than \$3,000.00 INSURABLE VALUE per annum or companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; the grantor shall fail for any reason to procure any such insurance and the beneficiary may procure at his own expense, or collect under any policy of insurance now or hereafter placed on said buildings, collected under any fire or other insurance policy, or 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.

5. To keep said premises free from construction items 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 receipt therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premium, items 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 by this trust deed, without the obligations described in paragraphs 6 and 7 of it, shall be added to and become a part of the debt secured by this trust deed, without power of any rights arising from breach of any of the provisions hereinabove described, as well as the grantor, shall be bound to the same, and that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the compensation thereon shall, at the option of the beneficiary, render all sums secured by this trust deed, or the option of the beneficiary, constitute a breach of this trust 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 incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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 action for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees, the amount of a trustee's fee mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court may fix as such appeal.

8. It is mutually agreed that:

under the right of eminent domain or all of said property shall be taken as it is then, to require that all or any portion of the monies 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 grantor in such proceedings, shall be paid to beneficiary and applied by him to the 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 actions and execute such instruments as shall be necessary in obtaining such compensation.

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 cancellation, without affecting the indebtedness, trustee may endorse the name of any person for the payment of the indebtedness.

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 696.545.

1. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged 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.

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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 none

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 business or commercial purposes.

This deed applies to, insures 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 } ss.
 This instrument was acknowledged before me on

August 29, 1986, by

JOE C. HALOUSEK and GLADYS HALOUSEK

Joe C. Halousek
 Notary Public for Oregon
 My commission expires: 11/16/87

STATE OF OREGON,

County of } ss.
 This instrument was acknowledged before me on

19....., by

as

of

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.....

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. 841)

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

Joe C. Halousek & Gladys
 Halousek

Grantor

Henry J. Paynter & Lee K. Paynter

Beneficiary

AFTER RECORDING RETURN TO
 MOUNTAIN TITLE COMPANY OF
 Klamath County

SPACE RESERVED
 FOR
 RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,
 County of Klamath } ss.

I certify that the within instrument
 was received for record on the 29th day
 of August, 1986, at 3:47 o'clock P.M., and recorded
 in book/reel/volume No. 156 on
 page 156 or as file/instrument/
 microfilm/reception No. 65409,
 Record of Mortgages of said County.

Witness my hand and seal of
 County affixed.

Evelyn Biehn, County Clerk....

NAME _____ TITLE _____
 By _____ Deputy