

66261

TRUST DEED

THIS TRUST DEED, made this 11th day of August, 1986, between
TOWLE PRODUCTS, INC., a California corporation

as Grantor, MOUNTAIN TITLE COMPANY of Klamath County, as Trustee, and
ROBERT RAY RITCHEY and CINDY RITCHEY, husband & wife as Joint Tenants

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:

Lot 10, Block 105, Klamath Falls Forest
Estates Highway 66 Unit, Plat. No. 4 as
recorded in Klamath County, Oregon

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 TWO THOUSAND AND NO/100 Dollars with interest thereon according to the terms of a promissory

sum of TWO 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 March, 1992

note of even date herewith, payable to March, 1992.
not sooner paid, to be due and payable
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.
This instrument is not currently used for agricultural, timber or grazing purposes.

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; and to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed 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 join in executing such financing statements pursuant to the Uniform Commercial 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.

by filing officers or searching agents. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears on the records of the County of _____, State of _____.

Beneficiary. To provide and continuously maintain insurance on the building 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, it is the duty of the grantor to cause to be written in _____, written in an amount not less than _____, the sum of _____ dollars, the sum of _____ dollars, to the beneficiary, with loss payable to the latter; and the company of insurance shall be delivered to the beneficiary as soon as the policy of insurance has been procured by the grantor. If the grantor shall fail for any reason to cause the same to be written within fifteen days prior to the expiration of the term of the policy, the beneficiary shall be entitled to require the grantor to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy then in force, and the grantor shall be liable for the cost of procuring the same at grantor's expense. The amount of the policy shall be paid to the beneficiary as soon as the policy has been procured under any fire or other insurance policy may be applied for by the beneficiary upon any indebtedness secured hereby, and the entire amount so collected, or may determine, or at option of the beneficiary, the entire amount so collected, shall be released to grantor. Such application or release shall not constitute a release or waiver of any default or notice of default hereunder or invalidate any action brought by the beneficiary to enforce the same. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears on the records of the County of _____, State of _____.

Long Construction Lens and to pay

act done pursuant to such notice.

5. To each beneficiary named herein shall be paid 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, assessments, insurance premiums, interest or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, beneficiary may, at its option, make payment thereof, and the monies so paid, with interest at the rate set forth in the note secured together with the obligations described in paragraph 7 hereof and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such purpose as well as the grantor, shall be bound to the extent herein provided, jointly and severally, as the grantor, shall be bound to the same extent that the grantor is bound for the payment of the obligation herein described, notwithstanding that the nonpayment of such taxes, assessments, interest and the nonpayment thereof shall, at 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. ... defend any action or proceeding purporting to

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, 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, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the court. In the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such amount as the appellate court shall adjudge reasonable as the beneficiary's or trustee's fees on such appeal.

It is mutually agreed that:

ne's fees shall be mutually agreed to:
 1. 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 pay for any portion of the monies payable as compensation for such taking, which are in excess of the amount required as compensation for reasonable costs, expenses and attorney's fees, and incurred by grantor in such proceedings, and to be paid to beneficiary and incurred by grantor in such proceedings and expenses and attorney's fees, applied by it through trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance of the proceeds of such proceedings, in such proceedings, and the balance of the proceeds of such proceedings, secured hereby; and grantor agrees to pay, as shall be necessary in obtaining such costs and execute the same, promptly upon beneficiary's request. written request of beneficiary

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

(c) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and shall recitals thereof of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall be not 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.

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 an event, said beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event, upon written notice of default and his election execute and cause to be recorded his property to satisfy the obligation secured to sell the said described property at the time and place of sale, give notice hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in thereon as provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 87.673, may cure the default or defaults. If the trust deed consists of a failure to pay, when due, the default or defaults. If the trust deed, the default may be cured by paying the sums secured by the trust deed, or the cure other than such portion of the sums secured by the trust deed as is due at the time of the default, if capable of being cured, then due had no default occurred. Any other default or defaults required under the trust deed may be cured by tendering the performance required under the being cured may be cured by tendering the performance required under the obligation or trust deed. If the cure is tendered in addition to curing the default or defaults, the person tendering the cure shall pay to the beneficiary all costs 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 by law.

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 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. Trustee shall deliver to the purchaser its deed in form as required by law containing the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters 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 sale to payment of (1) the expenses of sale, including the compensation of the trustee and (2) the reasonable legal charge by trustee's attorney, (2) to the obligation secured to the interest of the trustee in the trust having recorded liens and (3) to the interest of the grantor or the trustee as their interests may appear in the order of their priority and (4) 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, the trustee herein named or appointed hereunder, each successor trustee herein named or appointed hereunder, and the beneficiary, and substitution shall be made by deed, and the same shall be recorded in the mortgage records of the county or counties in which the real property is 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 896.505 to 896.585.

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

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.

STATE OF CALIFORNIA) ss.
COUNTY OF SANTA CLARA)

On August 11, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD PHILIP MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and KATHLEEN EMERY MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Anita M. Hall
Notary Public

TOWLE PRODUCTS, INC., a California corporation

HOWARD PHILIP MARKS, President

Kathleen Emery Marks
KATHLEEN EMERY MARKS, Secretary



OFFICIAL SEAL
ANITA M. HALL
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My comm. expires OCT 16, 1987

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. 881-1)

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

TOWLE PRODUCTS, INC.

Grantor

Robert R. & Cindy Ritchey

Beneficiary

AFTER RECORDING RETURN TO

Robert R. & Cindy Ritchey
19248 Kenya Street
Northridge, CA 91326

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 23rd day of September, 1986, at 9:38 o'clock A.M., and recorded in book/reel/volume No. M86 on page 17140 or as fee/file/instrument/microfilm/reception No. 66261, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Ann Smith* Deputy

31140