

1181 Page 17693

66528

1986, between

86 SEP 30 AM 8 48

Lot 3, Block 44, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

LYK021 DEED

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise flowing 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.

with said real estate.

sum of TWO THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by _____, 19____, per terms of Note _____, on which the final installment of said note not sooner paid, to be due and payable _____, the date, stated above, on which the final installment of said note is sold, agreed to be _____, and the debt secured by this instrument is the _____, part thereof, or any interest therein is sold, agreed to be _____, at the beneficiary.

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.

(c) If the land or any part of said property is not currently used for agricultural, timber or grazing purposes:

then, at the beneficiary's option, all obligations secured by the property described in this deed shall become immediately due and payable. If the property described in this deed 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 permit 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 is a corporation, to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary...

4. 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 intent of the donor that the beneficiary shall be entitled to receive an amount not less than the full insurable value of the building. All policies acceptable to the beneficiary, with loss payable to the beneficiary, shall be delivered to the beneficiary as soon as insured policies of insurance shall fail for any reason to procure at least ten (10) days prior to the expiration of the policy to the beneficiary at least ten (10) days prior to the expiration of any policy of insurance now or hereafter placed on said building. The beneficiary may procure the insurance policy may be applied by the beneficiary under any fire or business secured hereby and in such order as the beneficiary may determine. The entire amount of the insurance collected under any fire or business secured hereby and in such order as the beneficiary may determine, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action taken pursuant to such notice.

[illegible]

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 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 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 paid by the grantor 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 shall adjudge reasonable as the beneficiary's or trustee's attorney's fees actually incurred.

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 money payable in full for such taking, which are in excess of the less necessarily paid as compensation for such taking, shall be paid to beneficiary as to the portion incurred by grantor in such proceedings, and shall be paid to beneficiary as to the portion incurred by attorney's costs and expenses and attorney's fees applied by it first upon any reasonable costs and expenses and attorney's fees incurred in the trial and appellate courts, necessarily paid or incurred by beneficiary in the trial and appellate proceedings, and the balance applied upon the costs and expenses incurred by beneficiary in the trial and appellate proceedings, to take such action as may be deemed proper and necessary in obtaining such compensation and execute such instruments as shall be necessary in obtaining such compensation, promptly upon and from time to time upon written request of beneficiary.

9. 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 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 reconveyance or other agreement affecting this deed or any part of the property. The recitals thereof; (d) reconvey, without warranty, as described as the "person or persons grantee in any reconveyance" as described in the recitals therein of any matters or facts so legally entitled to receive the same; and the recitals thereof. Trustee's fees for any of the foregoing purposes in this paragraph shall be not less than \$5.

be, conclusive" proof of the fact that the paragraph shall be not less than \$5.
services rendered. Upon any default by grantor hereunder, beneficiary may at any
time, without notice, either in person, by advertisement or otherwise, cause to be ap-
pointed by a court, and without bond, a receiver to take possession of said property, the
indebtedness secured hereby, enter upon and take possession of said property, the
issues and profits thereof, in its own name sue or defend, and apply the same to the
less costs and expenses of such operation and collection, including reasonable attor-
ney's fees, and the balance of the proceeds of the operation and collection of said prop-
erty, to determine the indebtedness secured hereby, and in such order as the ben-
eficiary may determine.

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][illegible]

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 conveying the property to be sold, but without any covenant or warranty, and shall execute the recitals in the deed of any matters of fact shown by 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 a trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust property, (3) to the obligation secured by the trust deed, and (4) the balance of the proceeds may appear in the order of their priority and (4) he or she, or any, to the grantor or to his successor in interest entitled to such proceeds.

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 without further conveyance to the successor trustee, the latter shall take office with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument duly acknowledged by beneficiary, and the recording of such instrument in the records of the county or counties in which, when recorded in the mortgage records, 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 action 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 in 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 Trust Deed recorded on September 5, 1986, in Volume M86, page 16009, Microfilm Records of Klamath County, Oregon, in favor of Jesse Meggs, Jr. and Theresa Meggs, husband and wife, and the Beneficiary herein has agreed to hold the Grantor harmless therefrom 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).

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-Mess Farm 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~~ NEVADA

County of Carson City

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

DOROTHY P. CADY and DALE E. CADY

Susan D. Doolittle
(SEAL) Notary Public for Nevada

My commission expires: 9-21-87

STATE OF OREGON,

County of

This instrument was acknowledged before me on 19, by

as

of



SUSAN D. DOOLITTLE
Notary Public - State of Nevada

Appointment Recorded in Carson City

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

DISC 106160 (FORM No. 101) IN THE OFFICE OF THE CLERK OF THE COUNTY OF Klamath, Oregon, on September 30, 1986, at 8:48 o'clock A.M., and recorded in book/reel/volume No. M86, page 17693, or as fee/file/instrument/microfilm/reception No. 66528, Record of Mortgages of said County.

Dorothy P. Cady & Dale E. Cady

Grantor

George A. Pondella, Jr.

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

I certify that the within instrument was received for record on the 30th day of September, 1986, at 8:48 o'clock A.M., and recorded in book/reel/volume No. M86, page 17693, or as fee/file/instrument/microfilm/reception No. 66528, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Ann Smith* Deputy