

**TRUST DEED**

Vol. MS Page 18252 (9)

66817

THIS TRUST DEED, made this 29th day of May, 1907, by and between ANTOINETTE W. DOTY, as Trustee, and [illegible], with full

as Grantor, KLAMATH COUNTY TITLE COMPANY,  
RICHARD M. MOORE and CHERYL L. MOORE, husband and wife, with full  
rights of survivorship  
as Beneficiary,

WITNESSETH:  
to trustee in trust, with power of sale, the property

rights of survivorship  
beneficiary,

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

See Attached Exhibit "A"

\*\*\*an additional Note in the amount of \$2,000.00, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of TWENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 80/100 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 at maturity, 19      \*\*\*  
on the date, stated above, on which the final installment of said note, and interest therein is sold, agreed to be paid by the beneficiary.

[illegible]

The date of maturity of the debt secured by this instrument is the date when the property becomes due and payable. In the event the within described property, or any part thereof, or any interest therein, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the other party to this instrument, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

[illegible]

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

1. To protect, preserve and maintain said building property in good condition and repair; not to remove or demolish any building or improvement thereon; and

[illegible]

10. Upon any default by the beneficiary, the lender may, at its option, at any time without notice, either in person, by agent or by attorney, enter upon and take possession of said property, whether or not the property is pointed by a court, and without regard to the adequacy of said security, and the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, and apply the proceeds of any sale or collection, including reasonable attorney's fees and costs, to the payment of the debt and interest thereon.

[illegible]

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 require, in and under policies of insurance written in favor of the beneficiary; all such insurance shall be insurable value

[illegible]

12. Upon default by grantor in payment of the beneficiary hereby or in his performance hereof immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust as a mortgage or direct the trustee to foreclose the trustee and his heirs, assigns and assigns of the beneficiary or his estate.

[illegible]

5. To keep said premises free from construction liens and to pay all taxes and other charges that may be levied or assessed upon or against said premises, including but not limited to such taxes, assessments and other charges, and to pay all such taxes, assessments and other charges when due, and to execute and deliver all such receipts therefor as may be required by law and to record the same in the manner provided in ORS 86.735 to 86.795.

5. To keep said premises free and clear of all taxes, assessments and other charges that may be levied or assessed against said premises, the grantor shall pay the same in full when due, and shall deliver receipts therefor to the trustee. In the event the grantor fails to pay any such taxes, assessments or other charges when due, the trustee shall have the right to pay the same on behalf of the grantor, and the cost thereof shall be added to the principal amount of the loan. The trustee shall have the right to foreclose on the property in the manner provided in ORS 86.753, in the event the grantor fails to pay any such taxes, assessments or other charges when due.

[illegible][illegible][illegible]

14. Otherwise, the sale shall take place at the place designated in the notice of sale or the time to which the sale is postponed or in separate parcels and shall sell the parcel or parcels 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. The purchaser shall accept the property without any warranty, express or implied, by the trustee.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and attorney's fees actually incurred; and defend any action or proceeding purporting to be brought against the trustee or trustee; and in any suit, judgment or decree made by the court in relation to the foregoing.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee may appear, including the foreclosure of this deed, to pay all costs and expenses, including the attorney's fees; the costs of the proceedings shall be borne by the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein to pay to payment of (1) the expenses of the trustee and a reasonable charge by the trustee for its services, (2) to the grantor and beneficiary, may purchase at the sale.

15. When trustee shall apply the proceeds of sale to payment of trust debts, he shall apply the proceeds of the trustee and a reasonable charge by including the compensation of the trustee deed (3) to the attorney, (2) to the obligation secured by the trust deed to the attorney, (2) to the obligation to the interest of the trustee and having recorded liens subsequent to the order of the priority and their interests may appear in the order of the interest entitled

[illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the right to elect, to require that all or any portion of the monies payable under such taking, which are in excess of the amount required to satisfy the claims of any person claiming title thereto by adverse claimant, be paid over to the attorney-in-fact herein named, and

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, promptly upon beneficiary's request, the grantor shall be obligated to notify any party hereto of pending sale under trust or of any action or proceeding in which grantor, beneficiary or trustee is or may be a party unless such action or proceeding is brought by trustee.

[illegible]

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an individual resident in the State of Oregon or the United States, or a savings and loan association authorized to do business under the laws of Oregon or the United States, or an escrow agent licensed under the laws of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under the laws of the United States or any agency thereof.

or savings, and real property of this state, its subsidiaries, affiliates, or

\_\_\_\_\_

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

} ss.

This instrument was acknowledged before me on

October 3, 1980, by

Antoinette W. Doty  
James A. Neal

(SEAL)

Notary Public for Oregon

My commission expires: 6-21-88

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\_\_\_\_

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. 851)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KOTC

PPPT

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

} ss.

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

## EXHIBIT "A"

18254

Beginning at a point on the Westerly line of Eleventh Street 40 feet Northwest of the most Easterly corner of Lot 1 in Block 67 of Nichols Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence Northwesterly along the Westerly line of Eleventh Street 40 feet; thence Southwesterly at right angles to Eleventh Street to the Northerly line of the U.S. Irrigation Canal; thence Southeasterly along said canal 40 feet, more or less to the Northerly line of property heretofore conveyed to Glenn C. Lorenz; thence Northeasterly at right angles to Eleventh Street to the Westerly line of Eleventh Street, the point of beginning; being the central 40 feet of Lots 1 and 2 of said block and addition, facing 40 feet on Eleventh Street. SAVING AND EXCEPTING THEREFROM any portion thereof lying within the right of way of the USBR Canal.

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE CONTRACT OF SALE NOW OF RECORDED DATED JUNE 2, 1983, RECORDED JUNE 6, 1983 IN VOLUME M83 PAGE 8746 IN OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON. ASSIGNMENT, DATED SEPTEMBER 25, 1985, RECORDED SEPTEMBER 30, 1985 IN VOLUME M-85 PAGE 15771 IN OFFICIAL RECORDS OF KLAMATH COUNTY, OREGON, IN FAVOR OF BLANCHE E. MOTSCHENBACHER AKA BLANCH E. MOTSCHENBACHER, AS VENDOR. RICHARD M. MOORE AND CHERYL L. MOORE, HUSBAND AND WIFE, BENEFICIARY HEREIN AGREES TO PAY WHEN DUE, ALL PAYMENTS DUE UPON THE SAID CONTRACT OF SALE IN FAVOR OF BLANCHE E. MOTSCHENBACHER AKA BLANCH E. MOTSCHENBACHER AND WILL SAVE GRANTORS HEREIN, ANTOINETTE W. DOTY, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR CONTRACT OF SALE, GRANTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTES SECURED BY THIS TRUST DEED.

Return to: KCTC

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ October \_\_\_\_\_ A.D., 19 86 at 8:42 o'clock A M., and duly recorded in Vol. 486  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 18252

FEE \$13.00

By Evelyn Biehn, County Clerk