

ASPEN M-30352
TRUST DEED

Vol. 118 Page 20060

THIS TRUST DEED, made this
GUIDO SARGENTI

15th day of October, 1968, between

as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation, as Trustee, and
GORDON G. CHILDERS and CATHERINE J. CHILDERS, Husband and Wife

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:

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Westerly of U.S. Highway 97, and Northerly of the County Road in Section 28, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED
SECOND AND JUNIOR TO A FIRST MORTGAGE IN FAVOR OF VERONA HACKLEMAN.

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO FOR

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.

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note, dated 10/10/2001, made by THE BANK OF AMERICA, N.A. to THE BANK OF AMERICA, N.A. and interest hereof, if any.

sum of THIRTY THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by and for the use of the grantor, to the order and made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by _____, 19_____,
not sooner paid, to be due and payable _____ at maturity of note _____, 19_____, on which the final installment of said note
is secured by this instrument is the date, stated above, on which the final installment of said note is sold, agreed to be

note of even date herewith, payable to beneficiary of said note at maturity of note _____, 19____
not sooner paid, to be due and payable _____, 19____, on which the final installment of said note
the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is sold, agreed to be _____.

The date of maturity of the debt secured by this instrument is the date 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 beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or hereinafter expressed, shall become immediately due and payable.

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 not to commit or permit any waste of said property.

and repair; not to permit any waste of said property, and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, 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 said financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in 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.

4. To maintain insurance on the buildings

by filing officers or securing a lien in favor of the beneficiary.

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 an amount not less than \$ full insurable value with loss payable to the latter; all companies acceptable to the beneficiary and as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; and the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount the beneficiary may procure under any other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and 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. The beneficiary shall be free from construction liens and to pay all

5. To keep said moneys 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 to pay out of any taxes, assessments or charges should the grantor fail to make such payments by grantor, either by direct payment or by providing for the beneficiary, with funds with which to pay, by direct payment or by providing for the beneficiary, with funds with which to pay, make such payment, beneficiary may, at its option, make payment thereof, and the amount with the obligations described in paragraphs 6 and 7 of this hereby together with the obligations described in paragraph 6 and 7 of 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 the breach of any of the covenants hereof, and for such payments, interest as aforesaid, the provisions herebefore described, as to the grantor, shall be bound to the same extent that they are bound to the payment of the obligation herein described, and all the payments shall be immediately due and payable as described, and all the nonpayment thereof shall, at the option of the beneficiary, out notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and 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 in which the beneficiary or trustee may be affected by the security rights or powers of beneficiary or trustee may appear, including any suit for the recovery of title and the beneficiary's or trustee's attorney's fees, including the costs of attorney's fees mentioned in this paragraph, in all cases shall be included in the costs of the appeal from the judgment or decree of the trial court. The beneficiary or trustee further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

It is mutually agreed that:

8. In the event that all or part of all said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if so empowered, 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 cover all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and shall be first upon any reasonableness, costs and expenses and attorney's fees, and incurred by it prior upon any reasonableness, costs and expenses and attorney's fees, secured in the trial and appellate proceedings, shall be paid to the indebted beneficiary in such proceeds; and its balance applied upon the indebtedness secured hereby; and grantor agrees; at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

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; (h) join in any granting any easement, or creating any restriction, lien, deed, or the lien or charge subordination -or other agreement affecting in whole or any part of the property. The grantee; (d) reconvey, will sell or otherwise dispose of the "person or persons legally entitled thereto," and the recitals therein of any matters or facts which are the conclusive proof of the truthfulness thereof. There shall be no recovery for any of the services mentioned in this paragraph shall be made less than \$5.

_____, beneficiary may at any

be conclusive, proof of the truth of the foregoing paragraph shall be not less than \$5.
 services rendered by the grantor hereunder, the beneficiary may at any
 10. Upon any default by grantor hereunder, beneficiary may at any
 time without notice, either in person, by agent or attorney, or by
 pointed by a court, and without regard to the priority of any security for
 the indebtedness secured hereby, upon and take possession of said prop-
 erty and any part thereof, in its own name sue or otherwise collect the same,
 issues and profits, including those past due and not yet received, the same,
 less costs and expenses of operation and collection, including reasonable attor-
 ney's fees and disbursements, and the proceeds of such sale or other
 15. EBNY 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.

waive any default or notice of default in connection with such note.
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 event the beneficiary at his option may proceed to foreclose this trust deed by equitable sale or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or his election execute and cause to be recorded his written notice notifying the obligation secured to sell the said described real property and fix the time and place of sale, give notice hereby whereupon the trustee shall proceed to foreclose this trust deed as required by law and proceed to foreclose this trust deed in the manner 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 86.753, may cure the default or defaults. In the event of a failure to pay, when due, the default or defaults, the default or defaults may be cured by paying the sums secured by the trust deed, other than such portion as has been entered against the trust deed, or by tendering the sums so payable or then due had no default occurred. Any other default required under the being cured may be cured by tendering the performance to curing the default or obligation or trust deed. In any event, the grantor shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust and 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 pay the proceeds of the sale at auction to the highest bidder. The trustee shall deliver the proceeds of the sale to the purchaser in cash, payable at the time of sale. Trustee shall deliver to the purchaser the deed in its deed in form as required by law conveying the property, but without any covenant or warranty, express or implied. The trustee shall be liable for the payment of the proceeds of the sale of the realty in the deed of any matters of fact shall be conclusively presumed to be 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 reasonable fee by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the recording of the trust deed and (4) the deed as, if any, to the grantor or to his successor in interest entitled to such surplus, in 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, and with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment of a trustee herein named or appointed hereunder, except as to the beneficiary, and substitution shall be made by written instrument executed by the beneficiary, which, when recorded in the mortgage records of the county or counties in which the 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 696.505 to 696.585.

2002

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

Mortgage in favor of Verona Hackleman, dated October 15, 1986

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.

Guido Sargenti, by Gordon G. Childers
Guido Sargenti
his atty. in fact.

FORM No. 159-Acknowledgment by Attorney-in-Fact.

STATE OF OREGON,

County of Klamath

ss.

On this the 4th day of November, 1986, personally appeared

Gordon G. Childers who, being duly sworn (or affirmed), did say that he is the attorney in fact for Guido Sargenti

and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



Before me:

Barlene P. Addington
(Signature)

My Commission Expires: 3-22-89
(Title of Officer)

said trust deed or pursuant to statute, to cancel all evidences or indentures 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: 1986

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND IN THIS INSTRUMENT MADE BY GUIDO SARGENTI
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

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

Guido Sargenti

Gordon G. Childers

Catherine J. Childers

AFTER RECORDING RETURN TO
ASPEN TITLE & ESCROW, INC.
600 Main Street
Klamath Falls, Oregon 97601

STATE OF OREGON,
County of

I certify that the within instrument was received for record on the day of 1986, at o'clock M., and recorded in book/reel/volume No. on page of as fee/tile/instrument/microfilm/reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By *Barlene P. Addington* Deputy

EXHIBIT "A"

20062

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE MORTGAGE NOW OF RECORD DATED OCTOBER 15, 1986, IN FAVOR OF VERONA HACKLEMAN, AS MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. GORDON G. CHILDERS AND CATHERINE J. CHILDERS, HUSBAND AND WIFE, THE BENEFICIARIES HEREIN AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID PROMISSORY NOTE IN FAVOR OF VERONA HACKLEMAN, AND WILL SAME TRUSTORS HEREIN, GUIDO SARGENTI HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTOR 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 NOTE SECURED BY THIS TRUST DEED.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of
of November

A.D. 19 86 at 12:06
of Mortgages

o'clock P M., and duly recorded in Vol. 186
on Page 20060

By Evelyn Biehn, County Clerk

FEE \$13.00