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67089

## TRUST DEED

Vol. 910 Page 20391

THIS TRUST DEED, made this 14th day of October, 1986, between ROBERT M. MELNESS and ROWENA M. MELNESS, husband and wife, and ROBERT C. CLARK, an Oregon Corporation, as Trustee, and

as Grantor,

ASPER TITLE &amp; ESCROW, INC., an Oregon Corporation

as Beneficiary,

Guthrie

HOB

LBB

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

JUN 21 1986  
LKN2L DEED

21515 OF 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 **SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00)**

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 at maturity 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, 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.

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, to commit or permit any waste of said property.

2. To complete or restore promptly, and in a good and workmanlike manner, any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred theron.

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.

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 \$10,000.00 INSURANCE VALUE, written in policies acceptable to the beneficiary, with loss payable to the latter; all 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, collected under any lire or other insurance policy, may be applied by beneficiary, determine, or, at option of beneficiary and in such order as beneficiary may, to cure or waive any default by grantor. Such application or release shall not cure or waive any default by grantor. Such application or release shall act done pursuant to such notice.

5. To keep said 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, liens 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 hereby, together with the obligations described in paragraphs 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 breach of any of the covenants hereof, and, to such payments, with interest as aforesaid, the grantor, same extent 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 nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable, without notice, 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.

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 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 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 shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 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 it 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, 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 reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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, or 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 OPS 696.505 to 696.585.

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 hereof 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.

18. 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 without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and 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.

19. 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 hereof 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.

The grantor further covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of the described real property and has a valid, unencumbered title thereto, and that he will warrant and forever defend the same against all persons, whomever.

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.

*Robert M. Melsness*  
*Rowena M. Melsness*

\*IMPORTANT NOTICE: Delete, by striking out, whichever warranty (a) or (b), is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or 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 OREGON,

County of

Klamath

This instrument was acknowledged before me on  
October 17<sup>th</sup>, 1986, by  
Robert M. Melsness and Rowena M.

Melsness \*

*Sherida Sanderson*  
Notary Public for Oregon

SEAL OF My commission expires 7-29-89

STATE OF OREGON,

County of

This instrument was acknowledged before me on

Oct 19, 1986,

as

of

Notary Public for Oregon

(SEAL)

My commission expires:

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: The undersigned legal holder of 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)

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

Robert M. Melsness

Rowena M. Melsness

Grantor

Robert C. Clark

HOSEK, CLARK & CO., INC.  
COLLECTOR - VENDEUR - BENEFICIARY

AFTER RECORDING RETURN TO  
ASPEN TITLE & ESCROW, INC.  
Collection Department

CASE #

SWORN EXHIBIT

Oregon Reciprocal S.A.

1987-881 SUG. COMPLAINT TO TITLE

SPACE RESERVED

FOR RECORDER'S USE

OREGON TITLE & ESCROW, INC.

1987-881 DEED

1987-881 DEED

1987-881 DEED

1987-881 DEED

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock P.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 \_\_\_\_\_

By \_\_\_\_\_ Deputy \_\_\_\_\_

20393

EXHIBIT "A"

A portion of Section 3, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in Section 3, Township 37 South, Range 14 East of the Willamette Meridian, which bears South 1635 feet; thence West 820 feet and thence North 710.7 feet from the intersection of the East line of said Section 3, with the Southwesterly right of way line of the Old Pelican Bay Lumber Company's logging railroad, which point of beginning is on the West line of a parcel of land deeded to J. C. Harrison, and described in a deed recorded in Klamath County Deed Records, Volume 134, Page 419; thence North  $87^{\circ} 34'$  West 1239 feet, more or less to the Easterly right of way line of the Old Bonanza-Bly County Road; thence North  $27^{\circ} 01'$  East, along the Easterly right of way line of said road, a distance of 767 feet, more or less, to the Easterly extension of Metler Street in First Addition to Bly, a platted subdivision in Klamath County, Oregon; thence South  $89^{\circ} 40'$  East, along the South line of said Metler Street extended, a distance of 889.7 feet, more or less, to the Westerly line of J. C. Harrison property mentioned above, thence South, along the West line of said Harrison property, a distance of 731 feet, more or less, to the point of beginning.

ALSO a parcel described as:

Beginning at the point of intersection of the Easterly right of way boundary of the Old Bonanza-Bly County Road with the Easterly extension of the South line of Metler Street in the townsite of Bly, Oregon; thence, South  $27^{\circ} 11' 14''$  West along the Easterly boundary of the afore-said road (Record: North  $27^{\circ} 13'$  East and North  $27^{\circ} 01'$  East) a distance of 767 feet to the true point of beginning; thence, South  $86^{\circ} 43' 46''$  East, 1223.74 feet, more or less (Deed: North  $87^{\circ} 34'$  West 1239') to the Easterly boundary of the parcel of land described in Volume 312, pages 563 and 564 of Deed Records of Klamath County, Oregon; thence, along said boundary South  $2^{\circ} 12' 14''$  West, 403.7 feet and South  $79^{\circ} 23' 29''$  West, 1214.46 feet, more or less, (Deed: South  $71^{\circ} 40'$  West 1240') to the point of intersection of two portions of the Easterly boundary of the said Old Bonanza-Bly County Road; thence, along said boundary North  $4^{\circ} 37' 46''$  West 625 feet (Deed: North  $5^{\circ} 25'$  West 625') and North  $27^{\circ} 11' 14''$  East 83 feet to the true point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of November \_\_\_\_\_ A.D. 19\_\_\_\_\_  
FEE \$13.00 of \_\_\_\_\_ 86 at 11:26 o'clock A.M., and duly recorded in Vol. \_\_\_\_\_  
Mortgages on Page 20391 day MS6  
By Evelyn Bielm, County Clerk  
*[Signature]*