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## OPEN-END TRUST DEED

Vol. M8M

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THIS TRUST DEED, made this 13th day of February, 1987, between Hershel B. Knotts and Nancy E. Knotts, (Husband & Wife)

Mountain Title Company  
Barclays American/Financial, INC.

as Grantor,

as Trustee, and

as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath

Lot 1, Block 6, Tract no 1076, THIRD ADDITION TO ANTELOPE MEADOWS, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which real property is not currently used for agricultural, timber or grazing purposes, 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: (1) Payment of the indebtedness and all other lawful charges evidenced by a promissory note of even date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of \$ 36397.44, payable in 96 monthly installments of \$ 379.14, with an Annual Percentage Rate of 18%, with an Amount Financed of \$ 17174.24, and any extensions, renewals or modifications thereof; (2) performance of each agreement of grantor herein contained; (3) payment of such additional loans or advances as hereafter may be made to grantor, his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this trust deed, except that the total indebtedness secured by this trust deed shall not exceed \$ 36,397.44; (4) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

If any installment is not paid within 10 days after its scheduled due date on loans with an original maturity of 62 months or less, grantors agree to pay a default charge not exceeding 5% of the unpaid amount of the installment or \$5, whichever is less, except that if the 10 day period ends on a Saturday, Sunday, or legal holiday the 10 day period is extended to the next business day.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or 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.

3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.

6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said powers; enter onto the property, commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

818 If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law.

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default.

13. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.

14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest 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.

15. For any reason permitted by law, the 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.

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.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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, the grantor has hereunto set his hand and seal the day and year first above written.

Witness

Grantor

Witness

Grantor

STATE OF OREGON,

Deschutes

County of

Personally appeared the above named Herchel B Knotts & Nancy E. Knotts (husband & wife) and

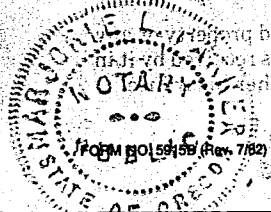
acknowledged the foregoing instrument to be Their voluntary act and deed.

Before me:

My commission expires:

10-19-90

Notary Public



*Ret. MTR.*

2820

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 23rd day  
of February A.D., 19 87 at 10:26 o'clock A M., and duly recorded in Vol. M87,  
of Mortgages on Page 2818.

FEE \$13.00

Evelyn Biehn, County Clerk  
By *Sam Smith*

33201  
ID TAG NO  
75

STATE OF OREGON  
DEPARTMENT OF HEALTH SERVICES  
Vital Records Unit

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CERTIFICATE OF DEATH

1 DECEASED - NAME First Middle Last <b>Martha C. RITTER</b>		State File Number	
2 RACE (Specify) <b>White</b>		3 SEX <b>Female</b>	
4 DATE OF BIRTH (month, day, year) <b>February 18, 1987</b>		5 DATE OF DEATH (month, day, year) <b>May 30, 1910</b>	
6 CITY, TOWN OR LOCATION OF DEATH <b>Bonanza</b>		7 HOSPITAL OR OTHER INSTITUTION - NAME (If not in either, give street and number) <b>Rt 1 Box 231</b>	
8 STATE OF BIRTH (If not in U.S.A. name country) <b>Washington</b>		9 CITIZEN OF WHAT COUNTRY <b>U.S.A.</b>	
10 SOCIAL SECURITY NUMBER <b>538-09-2147</b>		11 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>Married</b>	
12 RESIDENCE - STATE <b>Oregon</b>		13 USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) <b>Housewife</b>	
14a COUNTY <b>Klamath</b>		14b KIND OF BUSINESS OR INDUSTRY <b>Homemaking</b>	
15a FATHER - NAME first middle last <b>John - Sheneberger</b>		15b CITY, TOWN OR LOCATION <b>Bonanza</b>	
15c STREET AND NUMBER OR R.F.D. <b>Rt 1 Box 231</b>		15d ZIP <b>97623</b>	
16 MOTHER - first middle last (Maiden Name) <b>Lydia - McMinn</b>		17 INFORMANT - NAME and relationship to deceased <b>Robert Ritter, son</b>	
18a BURIAL, CREMATION, REMOVAL, MAUS (Specify) <b>Burial</b>		18b CEMETERY OR CREMATORY - NAME <b>Lost River Cemetery</b>	
19a FUNERAL SERVICE LICENSEE OF person acting as such (Signature) <i>William F. Davenport</i>		19b LOCATION city or town state <b>Bonanza, Oregon 97623</b>	
20a NAME AND ADDRESS OF FACILITY <b>Davenport's Chapel of the Good Shepherd, 6420 South Sixth Street, Klamath Falls, Oregon 97603-7194</b>		20b DATE SIGNED (Mo, Day, Year) <b>February 19, 1987</b>	
21a NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print) <b>Craig C. Bennett, MD, 1905 Main Street, Klamath Falls, Oregon</b>		21b HOUR OF DEATH <b>10:15 P.M.</b>	
21c NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		21d ZIP <b>97601</b>	
22a DATE RECEIVED BY REGISTRAR (Mo, Day, Year) <b>February 20, 1987</b>		22b REGISTRAR (Signature) <i>Richard E. Cravens</i>	
23 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c).) <b>Carcinoma of breast - long metastasis</b>			
24 DUE TO, OR AS A CONSEQUENCE OF (a) (b) (c) <b>Interval between onset and death 6 years</b>			
25 OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) <b>Interval between onset and death</b>			
26a ACCIDENT (Specify Yes or No) <b>No</b>		26b DATE OF INJURY (Mo, Day, Year)	
26c HOUR OF INJURY		26d DESCRIBE HOW INJURY OCCURRED	
26e INJURY AT WORK (Specify Yes or No) <b>No</b>		26f PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)	
26g LOCATION		26h STREET OR R.F.D. NO.	
26i CITY OR TOWN		26j STATE	
27 DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>N/A</b> <input type="checkbox"/>			
28 WAS GIFT MADE? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>N/A</b> <input type="checkbox"/>			
29 RESERVED FOR REGISTRAR'S USE			

ORIGINAL-VITAL STATISTICS COPY

STATE OF OREGON  
COUNTY OF KLAMATH

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.



MARIAN ACKERMAN, Registrar Vital Statistics  
By *Richard E. Cravens*, Deputy Registrar  
Date *February 20, 1987*

VOID IF ALTERED

NOT VALID WITHOUT A RAISED SEAL OF THE KLAMATH COUNTY DEPARTMENT OF HEALTH SERVICES

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of February A.D. 19 87 at 11:27 o'clock A M., and duly recorded in Vol. M87 of Deeds on Page 2821.

FEE \$5.00

Ret: Ernest Ritter Rt. 1, Box 231, Bonanza, Oregon 97623

Evelyn Biehn, County Clerk

*Ernest Ritter*