

75647

TRUST DEED

Vol. 187

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THIS TRUST DEED, made this 8th day of June 1987, between JOHN M. BERG AND BRENDA J. FOSTER, not as Tennants in Common but with full Rights of Survivorship as Grantor, Klamath County Title Company SHIRLEY F. HILYARD INDIVIDUALLY AND AS CONSERVATOR FOR KELLY ANNE HILYARD, HAL GREGORY HILYARD AND SHANA LEANN HILYARD as Beneficiary, as Trustee, and

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

Together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTEEN THOUSAND AND NO 100/100 S. 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 not sooner paid, to be due and payable at maturity 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.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; 2. To remove or demolish any building or improvement thereon; 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; 4. To provide and continuously maintain insurance on the buildings and other structures owned by the beneficiary, payable to the beneficiary, in an amount not less than the insurable value of the property; 5. To keep and maintain the property free from construction liens and to pay all taxes, assessments and other charges due on the property; 6. To pay all costs, fees and expenses of the trustee incurred in connection with the enforcement of this obligation and trustee's attorney's fees actually incurred.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truth of the matters or facts so stated.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for 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 rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the insurance policies and the proceeds of fire and other insurance, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. 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 election may proceed to foreclose this trust deed in equity as a mortgage 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 his written notice of default and election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then 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. If the default consists of a failure to pay, when due, the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed 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 sell said property either at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form of a deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of fact shall be 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 reasonably charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all other debts having recorded liens subsequent to the interest of the trustee in the trust surplus, if 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 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, 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, or 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.

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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

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 acknowledgment opposite.)

STATE OF OREGON,

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

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

(SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

*John M. Berg*  
JOHN M. BERG

*Brenda J. Foster*  
BRENDA J. FOSTER

*See Attached for Notary*

STATE OF OREGON,

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

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. 821-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KC TC-collection dept.

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

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

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

Township 39 South, Range 9 East of the Willamette Meridian:

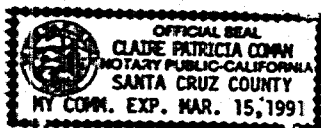
Section 14: SW $\frac{1}{4}$ SE $\frac{1}{4}$ , saving and excepting the two parcels shown below. Also saving and excepting those portions lying within the limits of Johns Avenue and lateral conveyed to United States of America by Deed Volume 24 on page 68, records of Klamath County, Oregon.

Parcel 1: Commencing at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 14; thence North 89°50' West along the centerline of Johns Avenue 30.00 feet; thence South 0°10' East 30.00 feet to the South boundary of Johns Avenue and West boundary of Homedale Road for the true point of beginning; thence South 0°10' East along the West boundary of Homedale Road 563.06 feet; thence West 929.26 feet; thence North 0°01' West 374.97 feet to an iron pin on the East boundary of the A-3-b Lateral; thence North 4°11'40" East along said Lateral boundary 191.26 feet to the South boundary of Johns Avenue; thence South 89°50' East along said avenue boundary 913.74 feet to the point of beginning.

Parcel 2: All that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying South of the following described line: Commencing at the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 14; thence North 89°50' West along the centerline of Johns Avenue 30.00 feet; thence South 0°10' East 593.06 feet to a point on the West boundary of Homedale Road for the true point of beginning; thence West 929.26 feet; thence South 0°10' East 130.00 feet; thence West 362.56 feet, more or less, to the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 14.

State of California

County of Santa Cruz } ss.



On this the 10 day of June

1987, before me,

Claire Patricia Coman  
the undersigned Notary Public, personally appeared

John Michael Berg & Brenda Janet Foster

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Claire Patricia Coman  
Notary's Signature

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 12th day of June A.D. 19 87 at 10:39 o'clock A M., and duly recorded in Vol. M87 of Mortgages on Page 10189

FEE \$13.00

Evelyn Biehn,  
By Ann Smith County Clerk