

**THIS TRUST DEED, made this**

14th

of

100751

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between

THIS TRUST DEED, made this 11th day of APRIL  
JACK J. DUVO AND MARTHA W. J. DUVO, N41.  
 ASPEN TITLE & RECORD INC.

ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE 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:

Lot 2 in Block 28 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21,  
Page 28 of Maps in the office of the County Recorder of said County.

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 65000

Beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable may, 1989.  
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 amount thereof, or herein, shall become immediately due and payable.

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The above described real property is not currently used for agricultural, timber or grazing purposes.  
To protect the priority of this trust deed, we, the undersigned, do hereby certify that the above described real property is not currently used for agricultural, timber or grazing purposes.

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

2. To complete or restore promptly 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.

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 law 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 \$

the beneficiary the least possible to the letter. If the beneficiary is not a beneficiary as the beneficiary of the insurance policy, the grantor shall procure any such insurance and to deliver the proceeds thereof to the beneficiary as the beneficiary of the insurance policy. If the grantor shall fail for any reason to procure any such insurance, the beneficiary shall be entitled to the proceeds of any policy of insurance not procured by the grantor. The amount collected under any policy of insurance shall be paid to the beneficiary upon any individual's accrued hereby and in such amount as may be applied by the beneficiary to the payment of the beneficiary the entire amount in collected, or any amount thereof may be retained by the beneficiary for the purpose of paying any debt or liability of the beneficiary, and the balance shall be paid to the beneficiary. If the beneficiary shall incur any default or breach of default hereunder or in violation of the terms of this agreement, the beneficiary shall be liable for the same and the beneficiary shall be liable for the same and the beneficiary shall be liable for the same.

3. To keep and premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises before any part of such taxes, assessments and other charges become past due or delinquent, the grantor promptly deliver receipts therefor to beneficiary; should the grantor fail to make such payments of taxes, assessments, insurance premiums, liens or other charges payable by grantor, the beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in Article 7 of this trust deed, shall be added to and become a part of the debt secured hereby. In addition, the beneficiary may, at its option, at the rate set forth in Article 7 of this trust deed, be added to and become a part of the debt secured hereby, without waiver of any rights arising from breach of any of the covenants hereof and for the benefit of the beneficiary, with interest as aforesaid, the property hereunder described, as well as the grantor's interest therein, shall be deemed to be mortgaged to the beneficiary for the payment of the obligation hereby created, and to the extent that such payments shall be immediately due and payable without notice, and all such payments 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.

4. To pay all costs, fees and expenses of this trust including the cost of title such as well as the other costs and expenses of the trustee incurred in connection with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the title, 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 recovery of this fund and the expenses, including evidence of title and the beneficiary's or trustee's attorney's fees and costs, in, or in case the suit is between the grantor and the beneficiary or the trustee then the amount to be paid to the attorney's fees herein described, the amount of attorney's fees incurred in such litigation in all cases shall be fixed by the trial court or by the appellate court on an appeal as follows:

*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 part of the proceeds payable as compensation for such taking, which are in excess of the amount required for reasonable replacement of exonerated and otherwise necessarily paid or incurred by all reasonable costs, expenses and attorney's fees, both in the trial and appellate courts, 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 connection with the proceedings, and the balance applied upon the judgment secured hereby; and from the proceeds, at its own expense, to make such actions and execute such instruments as shall be necessary in connection with such compensation, promptly upon beneficiary's request.

9. If any claimant or party claiming an interest in said property shall fail to

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 recovery, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (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 thereof; (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 truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. In this paragraph shall be not less than \$5.  
 10. If any default by grantor hereunder, beneficiary may at any time with due notice, either by agent or by a receiver to be appointed by a court, and enter upon and take possession of said property for the indebtedness hereby secured, sue or otherwise collect the rents, issues and profits for any part thereof, in its own name unpaid, and apply the same, less costs and expenses, including those past due and unpaid, to the satisfaction of the indebtedness hereby secured, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may 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.

12. Upon default by grantor in paying any debt or doing any act done pursuant to such notice or in his performance of any agreement hereunder, the beneficiary is authorized to foreclose hereby or to cause the trustee to foreclose immediately due and payable. In such an event and if the above described real property is used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust by advertisement and public sale, as a mortgage in the manner provided by law for mortgage foreclosures. However, if the real property, as a mortgage in the manner provided by law for mortgage foreclosures, is not used for agricultural, timber or grazing purposes, the trustee shall proceed to foreclose this trust by advertisement and sale. In the latter event the beneficiary is authorized to foreclose this trust due by advertisement and sale. The beneficiary is authorized to execute the power of sale hereof as then required by law. The trustee shall fix the time and place for the obligations secured hereby, whereupon the trustee shall proceed to foreclose this trust due in the manner provided by law.

8.3. Should the beneficiary elect to foreclose by advertisement and sale then the trustee's sale, the grantor or other person so privileged by ORS 86.760, shall pay to the beneficiary his successors in interest, respectively, the entire amount the beneficiary has expended actually incurred in curing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each, in excess of such portion of the principal which would not then be due had no default occurred, whereby cure the default, in which event all foreclosure proceedings shall be dismissed by the court.

Otherwise, the sale shall be held on the date and at the time and place of notice of sale. The trustee may sell said property either in one or in several parcels and the highest bidder shall sell the parcel or parcels at auction to the purchaser its deed in form as required by the time of sale. Trustee shall deliver to the purchaser any covenant or warranty, express or implied, relating to the property sold, but the facts of fact shall be conclusive proof of the truthfulness of the same. A person, including the trustee, but including the grantor and beneficiary, may purchase the property.

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 charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as such interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his heirs, assigns and assigns in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint successor or successors to any trustee named herein or to any successor trustee named hereunder. Upon such appointment, and without conveying to the trustee named hereunder, the latter shall be vested with all title, powers and duties conferred on any trustee named or appointed hereunder. Each such appointment and instrument shall be made by a written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county in which the property is situated, shall be conclusive proof of proper appointment.

17. Trustee accepts this trust when this deed, duly executed and acknowledged and made a public record as provided by law. Trustee is not obligated to notify any person 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.

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.

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, or the United States or any agency, thereof.

7213-0303.

and that he will warrant and forever defend the same against all persons whomsoever.

10296

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, household or agricultural purposes (see Important Notice below),  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

\* 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 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. If compliance with the Act not required, disregard this notice.

WITNESS: MARJORIE THUSEN

(If the signer of this deed is a corporation, use the form of acknowledgment opposite.)

STATE OF \_\_\_\_\_

County of \_\_\_\_\_ } ss.

Personally appeared the above named \_\_\_\_\_, 19\_\_\_\_.

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for \_\_\_\_\_

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

(ORS 93.490)

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ } ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_ and each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the secretary of \_\_\_\_\_

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for \_\_\_\_\_

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

(OFFICIAL 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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

ATC

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 \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_ Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title

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



STATE OF CALIFORNIA.

COUNTY OF Los Angeles } ss.

On this the 16 day of April 1987 before me,  
 the undersigned, a Notary Public in and for said County and State,  
 personally appeared Margorie Thuesen  
 personally known to me to be the person whose name is subscribed to  
 the within instrument as a witness thereto, who being by me duly sworn,  
 deposed and said: That Margorie Thuesen  
 resides at 18840 Ventura Blvd  
215 Tarzana, CA 91356; that  
she was present and saw Jack J. Duv  
+ Maeronne J. Duv  
 personally known to be to be that person described  
 in, and whose name is subscribed to the within and annexed instrument,  
 execute the same; and that affiant subscribed  
 name thereto as a witness to said execution.

Signature [Signature]

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL  
 JEANNE NIGH  
 Notary Public-California  
 LOS ANGELES COUNTY

My Comm. Exp. Aug. 18, 1989

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 15th day  
 of June A.D., 19 87 at 11:19 o'clock A M., and duly recorded in Vol. M87,  
 of Mortgages on Page 10295.

Evelyn Biehn, County Clerk  
 By [Signature]

FEE \$13.00