

TRUST DEED

Vol. 1481 Page 13740

THIS TRUST DEED, made this 22nd day of July, 1987, between
CARLOS H. BARAJAS and JULIA D. BARAJAS, husband and wife

as Grantor, CARLOS H. BAKAJAS, INC., An Oregon Corporation, as Trustee, and
BETTY A. HARVEY

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:

The Southerly 47 feet of Lots 23, 24 and 25, Block 3, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State 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 ONE THOUSAND FIVE HUNDRED NINETY ONE AND 97/100 (\$1,591.97) Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, is

sum of ONE THOUSAND FIVE HUNDRED NINETY ONE AND 97/100
 ----- (\$1,591.97) ----- 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 July 31, 19 89.
 date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is
 due, or, if the debt is secured by this instrument, or any part thereof, or any interest therein is sold, agreed to be sold, or
 assigned, or otherwise disposed of, the date of such sale, agreement, or disposition, or the date of the beneficiary's receipt of the proceeds of the sale, agreement, or disposition.

note of even date herewith, payable to beneficiary, July 31, 1989,
not sooner paid, to be due and payable _____, the date, stated above, on which the final installment of said note
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, o
herein, shall become immediately due and payable.
_____ and real property is not currently used for agricultural, timber or grazing purposes.
_____ of any man or plat of said property; (b) join

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; not to commit or permit any waste of said property.

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.

[illegible][illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and charges become 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 discharge payment or by providing beneficiary with funds to make payment thereof, making such payment, beneficiary may, at its option, elect to advance the same and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be added thereto and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the provisions hereof for such payments, with interest as aforesaid, and the promisor covenants hereon for such payments, as well as the grantor, shall be bound to the extent herein that they are bound for the payments due and payable with interest, and all such payments shall be immediately due and payable with interest, and the nonpayment thereof shall, at the option of the beneficiary, constitute a default under the note secured by this trust deed, and the nonpayment thereof shall, at the option of the beneficiary, constitute a default under the note secured by this trust deed.

16. To pay all costs, fees and expenses of this trust including the cost of title search as well as all 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; and to defend any action or proceeding brought by or against the trust or any of its beneficiaries in any suit.

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, in connection with such action or proceeding, including reasonable attorney's fees actually incurred.

any suit for the foreclosure of this deed, to pay the attorney's fees; there shall be no evidence of title and the beneficiary's or trustee's attorney's fees 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.

ney'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, the 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 incurred by and for grantor in such proceedings, shall be paid to the beneficiary to apply first upon any reasonable amounts, necessarily paid or incurred by both in the trial and appeals, and the balance applied upon the interest due the beneficiary in such proceedings, and the balance applied upon the principal of the beneficiary and hereby, the grantor agrees, at its own expense, to execute and record hereby, and grantor agrees, at its own expense, to obtain such court orders and execute such instruments as shall be necessary to carry out the foregoing request.

9. At any time and from time to time upon written request of beneficiary, the grantor shall execute and present to the appropriate authorities for recording 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 the beneficiary, payment of its fees and presentation of this deed and the note hereon (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible][illegible]

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, breach or failure to perform by the grantor pursuant to such a policy.

Under 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 an event the beneficiary shall have the right to proceed to foreclose this trust deed in equity as well as at law, or direct the trustee to foreclose this trust deed in equity as well as at law, or to sell the property of the trust and share the proceeds of sale. In the latter event the beneficiary shall have the right to execute and cause to be recorded his written instrument of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall list the property for sale, and cause to be sold the said property at the time and place of sale, give notice thereof as is then required by law and proceed to foreclose this trust deed in equity as well as at law.

NOTARIAL PROVISION 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, and at any time prior to 5 days before the date the trustee cures the default or defaults, if the default consists of a partial cure, when due, the default or defaults. If the default consists of a partial cure, when due, the sums secured by the trust deed, or the cure other than such portion as would be paid by the trustee, shall be paid by the beneficiary or beneficiaries of the entire amount due at the time the default or defaults occurred, or if the cure is not paid by the beneficiary or beneficiaries of the entire amount due at the time the default or defaults occurred, any other default that is not cured may be cured by tendering the performance required under the obligation or trust deed, or the cure other than such portion as would be paid by the trustee, shall be paid by the beneficiary or beneficiaries of the entire amount due at the time the default or defaults occurred, or if the cure is not paid by the beneficiary or beneficiaries of the entire amount due at the time the default or defaults occurred, any other default that is not cured may be cured by tendering the performance required under the obligation or trust deed. In any 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 property either may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder and shall be payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property and shall be without any covenant or warranty, express or implied, in the recitals in the deed of any matters 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, provided herein. Trustee

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 charge by trustee or 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 property, (4) to the interest of the grantor or his successors in the trust property as their interests may appear in the order of their priority and (5) to the 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 act as trustee hereunder, and with the same title, powers and duties conferred upon the latter shall be deemed appointed hereunder. Each such appointment of a successor trustee shall be made by written instrument executed by the appointor and the instrument shall be filed with the county or counties in 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 obligated to notify any party hereto of pending sale under any other deed in trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

trust or of any action or proceeding in which the 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 696.525 to 696.585.

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 the Department of Veterans' Affairs dated May 31, 1977, recorded May 31, 1977, in Book M-77 at page 9455

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-Mess Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Carlos H. Barajas
Carlos H. Barajas

Julia D. Barajas
Julia D. Barajas

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath

} ss.

This instrument was acknowledged before me on

July 31, 1987, by

Carlos H. Barajas and

Julia D. Barajas

Sandra Handsaker
Notary Public for Oregon

(SEAL)

My commission expires: 7-23-89

STATE OF OREGON,

County of

} ss.

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires: 7

(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. 881)

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

Carlos H. Barajas

Julia D. Barajas

Grantor

Betty A. Harvey

Beneficiary

AFTER RECORDING RETURN TO

Betty A. Harvey

12509 S.E. River Rd #5

Milwaukee, WI 53222

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,

County of Klamath

} ss.

I certify that the within instrument was received for record on the 31st day of July, 1987 at 3:21 o'clock P.M., and recorded in book/reel/volume No. M87 on page 13740 or as fee/file/instrument/microfilm/reception No. 77607 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By P. Smith Deputy