

70508

TRUST DEED

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THIS TRUST DEED, made this 19th day of August

WILLIAM J. BURNETT and IVA I. BURNETT, husband and wife, 1987, between

as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation, as Trustee, and
FRANCES MAYS KOERTJE, as Beneficiary,

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

Lot 4, INDEPENDENCE TRACTS, 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 made or to be made upon or in relation to the premises and the same together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00)

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 August 25, 19 97. 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, shall become immediately due and payable. The above described real property is not, herewith.

1. To protect the security of this trust deed, grantor agrees: To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereof; not to commit or permit any waste of the property.

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

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute such financing statements and to sign the Uniform Commercial Code, the beneficiary may require and to pay the cost of the same proper public notice, or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary.

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 expropriation, beneficiary shall have the right, if it so elects, to require that all of said portion of the monies payable to said beneficiary in compensation for such taking, which are in addition to the amount required to pay for the costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary. If not so applied by it first upon any request in writing, said monies shall be paid to both in the trial and appellate courts, costs and expenses and attorney's fees, incurred in such proceedings, and the balance applied to and paid or incurred by beneficiary. Grantor agrees, at its own expense, to obtain the indebtedness 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 reflecting affidavit hereto, use of full reconveyances, (or cancellation), without selecting any person for the payment of the indebtedness, trustee shall

(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, any part of the property. The legally entitled parties and the recitals therein of any person or persons shall be conclusive proof of the truth of the matters of fact herein. The services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor herein,

10. Upon any default by debtor hereunder, beneficiary may at the time without notice, either in person or by agent, enter upon any of the premises of debtor, and may, without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of all the assets, issues and profits, including those owned, used or otherwise collected by debtor, and may, without regard to the adequacy of any security for the indebtedness secured, and without regard to the rights of any third party, pay or cause to be paid the principal and interest of the indebtedness secured and the expenses of operation and collection, and apply the same, including any proceeds of sale of any assets, to the payment of the indebtedness secured hereunder, and 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 payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereunder immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed as a mortgage or direct the trustee to foreclose this trust deed by execute and sale. In the latter event the beneficiary or the trustee shall 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.

12. After the trustee has commenced foreclosure by advertisement and sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a failure to pay, when due, the amount due at the time of the default may be cured by payment of the entire amount due at the time of the default other than such portion as would have been due had no default occurred. If the default consists of a failure to perform, may be cured by tendering the performance required under the obligation or the deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the trustee 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 amount of the trust deed.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice. At the time to which said sale may be postponed or adjourned by law. The trustee may sell said property either in parcels or in separate parcels and shall sell each parcel or parcels at public auction to the highest bidder for cash, payable at the time of delivery. All deliver to the purchaser as required by law. Trustee shall have authority to sell, without covenant or warranty, by deed conveying title to the purchaser, all real estate owned by him, whether or not such real estate is subject to a mortgage or other lien, and whether or not such real estate is encumbered by a judgment or other lien. The recitals in the deed of any such sale 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 the sale is made, the proceeds of the sale, after payment of the costs and expenses of the sale, shall be paid to the trustee, who shall hold the same for the benefit of the beneficiaries of the trust created by the will of the testator, and shall distribute the same to them as they may become entitled to receive therefrom.

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 the trustee for his services, (2) to the obligation secured by the trust deed, (3) to all pre-recorded liens subsequent to the trust deed, (4) to all pre-judgment liens, and (5) to the interests of the trustee in the trust property, in any, to the grantor or to his successors in their priority and (4) the balance of the proceeds of sale to the beneficiary.

16. Beneficiary may from time to time appoint a successor or successors to the 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 of the trustee herein named and appointed hereunder. Each such appointment or substitution shall be made by written instrument executed by beneficiary. The recording of such instrument in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of 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 bound to notify any party hereto of pending sale under any other deed of record or of any action or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by or against the beneficiary.

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.

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

NONE

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.

William J. Burnett
William J. Burnett

Iva I. Burnett
Iva I. Burnett

(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 August 25, 1987, by

William J. Burnett and
Iva I. Burnett

Joshua Handsaker
(SEAL) Notary Public for Oregon

My commission expires:

STATE OF OREGON,

County of _____ } ss.

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

William J. Burnett

Iva I. Burnett

Grantor

Frances Mays Koertje

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.

600 Main Street

Klamath Falls, Oregon 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of August, 1987, at 3:30 o'clock P.M., and recorded in book/reel/volume No. M87 on page 15341 or as fee/file/instrument/microfilm/reception No. 78508, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Ann Smith, Deputy

Fee: \$9.00 DEED