

80239

TRUST DEED  
1996: 370.00

Vol. M81

Page 18295

**THIS TRUST DEED, made this 17th day of September 1987, between**  
**KENNETH M. STRUCK and VIRGINIA M. STRUCK, husband and wife,**  
 as Grantor, **MOUNTAIN TITLE COMPANY,**  
**GLENN SPULLER and MARGARET SPULLER, husband and wife,**  
 as Beneficiary,

**Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property**  
**Klamath**  
**County, Oregon, described as:**  
**OREGON SHORES**  
**Lot 37, Block 41, Tract 1184, OREGON SHORES UNIT 2, FIRST ADDITION,**  
**in the County of Klamath, State of Oregon.**

**"THIS INSTRUMENT WILL NOT ALLOW USE OF THE**  
**PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLA-**  
**TION OF APPLICABLE LAND USE LAW AND REGULA-**  
**MENT, THE PERSON ACQUIRING THIS INSTRU-**  
**PROPERTY SHOULD CHECK WITH THE APPROPRIATE**  
**CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY**  
**APPROVED USES."**

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 TWENTY THOUSAND AND NO/100 (\$20,000.00) 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 October 7, 1997.**

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.

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.

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 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 lien 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 and 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 \$20,000.00.

5. To deliver to the beneficiary, with loss payable to the latter, all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. 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 as beneficiary may determine, 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.

6. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past 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 make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligation to pay the same, shall be added to the principal of the debt secured by this trust deed, without waiver of, or any rights arising from, breach of, any of the covenants, conditions and restrictions, as aforesaid, of any of the parties hereto.

7. To pay all costs, fees and expenses of this trust including the cost of title search as well as the 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.

8. 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, including amount of attorney's fees mentioned in this paragraph 7 in all cases shall be decreed of 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 judge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

9. If it is mutually agreed that:

(a) 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 any portion of the monies payable as compensation for such taking, which are in excess of the monies payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

(b) 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 reconveyances, 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 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 truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

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, enter upon and take possession of any security for the indebtedness hereby secured, enter upon and take possession of said property, and its own name sue or otherwise collect the rents, issues and profits, including those due and unpaid, and collect the same, net of any expenses of operation and collection, including reasonable attorney's fees, may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of sale of the property, or the application or awards for any taking or damage of the property, or 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 hereby immediately due and payable. In such an event the beneficiary due his election may proceed to foreclose this trust deed 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 his election to sell the said described real property to satisfy the obligations 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 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale thereof at default at any time prior to five days before the sale set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.740 may pay to the beneficiary or his successors in interest, the principal amount then due under the terms of the trust deed and the interest thereon, together with the costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of 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 the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied, 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 the payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee, having recorded liens subsequent to the trust deed, (2) to all persons claiming as their interests may appear in the order of their priority, and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law 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, 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 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 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 676.505 to 676.585.

biobank of 1972, in compliance with the provisions of the California Civil Code, the grantor hereby certifies that the above described property is not subject to any lien or claim of any kind, and that the grantor is the sole owner of the same. 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, 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.

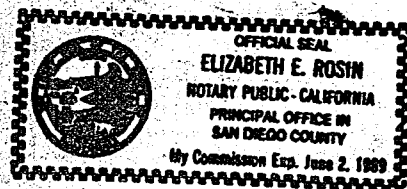
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\* 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling use Stearns-Ness Form No. 1305 or equivalent.

*Kenneth M. Struck*  
Kenneth M. Struck  
*Virginia M. Struck*  
Virginia M. Struck

San Diego Trust & Savings Bank

NOTARY ACKNOWLEDGEMENT  
INDIVIDUAL



STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On this 23RD day of SEPTEMBER, in the year 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH M. STRUCK AND VIRGINIA M. STRUCK, personally known to me for proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledge that THEY executed it.

*Elizabeth E. Rosin*  
Notary Public

18296 (7/82)

REQUEST FOR FULL RECONVEYANCE. To be used only when obligations have been paid. 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 [blank].

DATED: 1987, 10, 19. VILKOAED 02E2. CILA OR CONILLA ETVINATC DEBVSWEAL TO AEKILL. BROEELA SHORTD CHEK WITH THE VILKOAED. WEAT THE DEBON ACCORD. LEE LITE TO THE LIONG BELOE SIOKING. Beneficiary. LIONG OR VILKOAED TAND SEE TCA VED RECVY. THIS INSTRUMENT ANT VOL VITON.

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both the Trust Deed and the Note are subject to recording in the public records of the county in which the property is located. If the Trust Deed and the Note are not recorded, the lender will be liable for any loss or damage resulting from the failure to record.

TRUST DEED

(FORM No. 881-1)

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

STRUCK, KENNETH M. Grantor  
SPULLER, KENNETH M. Beneficiary

Mr. & Mrs. Glenn Spuller  
HC 30, Box 127A  
Chiloquin, Oregon 97624

DECEMBER 1987

OPTIONAL RECORDING

ALL INFORMATION SPACE RESERVED

FOR RECORDER'S USE

RECORDED AND INDEXED

RECORDED AND INDEXED

RECORDED AND INDEXED

RECORDED AND INDEXED

STATE OF OREGON, County of Klamath ss.

I certify that the within instrument was received for record on the 7th day of October, 1987, at 3:39 o'clock P.M., and recorded in book/reel/volume No. M87 on page 18295 or as document/fee/file/instrument/microfilm No. 80239, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By *Pam Smith* Deputy

Fee: \$10.00  
18296 DEED