


85996

TRUST DEED

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THIS TRUST DEED, made this MTC-19523P 4th day of April

MATTHEW TROY HUGHES

as Grantor, Mountain Title Company of Klamath County

DIANE LEA CHEYNE & BEVERLY RAE WALKER, as tenants in common, each as to an undivided $\frac{1}{2}$ interest, as Beneficiary, as Trustee, and

WITNESSETH:

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

Beginning at a point 40 feet South and 114 feet 7 inches East of corner common to Sections 1 and 2 and 11 and 12, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, thence South a distance of 101 feet 6 inches; thence East 55 feet, 5 inches; thence North 101 feet 6 inches; thence West 55 feet 5 inches to point of beginning, being a portion of Lot 2 in Section 12, in said Township and Range.

Tax Account No. 4110-12BB-1700-OU1
4110-12BB-1700-OU2

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 put upon or attached to 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 TEN THOUSAND AND NO/100 (\$10,000.00)

not sooner paid, to be due and payable per terms of note by grantor, the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is 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.

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

2. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to construct 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.

to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to cause to be prepared and filed with 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 the beneficiary 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 \$ full value written in

[illegible]

6. 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.

7. In support of 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 be involved, including evidence of title and the right to pay all costs and expenses, including the amount of attorney's fees mentioned in the beneficiary's attorney's fees; the fees by the trial court, and in the event of an appeal or trustee's judgment or appeals court shall be reasonable as the beneficiary's or trustee's attorney'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 expropriation, beneficiary shall have the right, if so elected, to require that all or any portion of the monies payable to pay compensation for such taking, which are in excess of the amount required to pay the cost of such proceedings and attorney's fees necessarily incurred by grantor, be paid to beneficiary. The cost of such proceedings and attorney's fees applied for by him upon any reasonable cause and expense and attorney's fees, incurred in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness and execute such instrument, agree, at its own expense, to take such action as may 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 note for endorsement (in case of full recoveries, 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 to grantee in 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 attorney, sue for and recover the amount of the indebtedness secured hereby, by a receiver to be appointed by court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said premises and all contents thereof, in its own name sue or otherwise collect said proceeds and profits, including those past due and unpaid, and apply the same to the payment of the costs and expenses of operation and collection, and apply the balance to the payment of the indebtedness hereby secured, and the beneficiary's fees upon any indebtedness secured hereby, and in such order as the court may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the same 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 incur or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event as 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 advertisement, sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have, or if 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 obligation secured hereby, the trustee shall, at the time and place of sale, give notice thereof to the grantor by law and shall proceed to foreclose this trust deed in the manner provided by law.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 60 days before the date the trustee conducts the sale, the grantor or any other person so prior to 60 days before the date the trustee conducts the sale, if the default consists of a failure to pay the sum of \$86,735, may cure the default by paying the trustee the sum of \$86,735, plus interest on the sums secured by the trust from the date of the default to the date of payment. The entire amount due at the time of the default may be cured by paying the trustee the sum of \$86,735, plus interest on the sums secured by the trust from the date of the default to the date of payment. If the default consists of other than such portion as would be cured by the payment of \$86,735, the default may be cured by the payment of the sum of \$86,735, plus interest on the sums secured by the trust from the date of the obligation or trust, plus the amount of the portion of the default that is capable of being cured by the payment of \$86,735, plus interest on the sums secured by the trust from the date of the default to the date of payment. In any case, in addition to curing the default, 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 amount of the trust deed 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 at which said sale may be postponed as provided by law. The trustee may sell the real estate in one parcel or in several parcels and shall sell the parcel or parcels under auction to the highest bidder. The trustee shall deliver to the purchaser its deed in form and at the time of sale. The trustee shall not be bound by any covenant or warranty of law conveyed in the deed, but only by the deed of the grantor. The trustee shall be bound by the recitals in the deed, but without any matters of fact shall be conclusive proof of the truthfulness thereof. Any person who purchases the real estate from the grantor or 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'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 their interests may appear in the order of their priority and (4) 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 any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, the trustee shall, without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred and imposed upon the trustee herein named or appointed hereunder. Each such appointment of a successor trustee shall be made by written instrument executed by the beneficiary, which, when recorded in the mortgage records of the county or counties in which the property 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 696.505 to 696.585, 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

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 the purchase of real property or for the improvement of real property owned or to be owned by the grantor~~

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-Hess 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 Klamath

This instrument was acknowledged before me on 11-11-1988, by

Matthew Troy Hughes

[Signature]
Notary Public for Oregon
My commission expires: 8-16-88

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 evidence 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-HESS LAW PUB. CO., PORTLAND, ORE.

MATTHEW TROY HUGHES

PO BOX 707

MERRILL OR 97633-0707

Grantor

Diane Lea Cheyne

Rt 1, Box 517, Klamath Falls, OR 97601

Beverly Rae Walker

159 Emerson St #8, Palo Alto, CA 94301

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

407 Main

Klamath Falls, OR 97601

SPACE RESERVED
FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 7th day of April, 1988, at 2:17 o'clock P.M., and recorded in book/reel/volume No. M88 on page 5002 or as fee/file/instrument/microfilm/reception No. 85996.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Bernatha J. Ketch, Deputy

Fee \$10.00