

88689

Second TRUST DEED

MC 19879

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THIS TRUST DEED, made this 27th day of June 1988, between John W. Patton and Earla M. Patton, husband and wife as Grantor, Mountain Title Company of Klamath County as Trustee, and Bryan James Stuart and Barbara Ann Stuart, husband and wife 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 3 of LOMA LINDA HEIGHTS in the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of thirteen thousand five hundred dollars and no/100's (\$13,500.00) 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 June 27th, 1998.

- 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 complete or restore any building or improvement thereon; not to alter, change, modify, or remove any building or improvement thereon; not to construct, damaged or destroyed thereon, and not when due all costs incurred therefor.
  2. 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, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
  3. To provide and continuously maintain insurance on the buildings and such other improvements on the premises against loss or damage by fire, theft, wind, hail, lightning, explosion, riot, civil commotion, rebellion, insurrection, or any other cause, and to pay all such insurance premiums, taxes, assessments and other charges against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the 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 pay the same, the beneficiary may, at its option, make payment therefor, and the amount so paid, with interest at its option, shall be added to the principal of the debt secured by this trust deed, and the beneficiary shall be entitled to recover the same with interest thereon.
  4. 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 the 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 pay the same, the beneficiary may, at its option, make payment therefor, and the amount so paid, with interest at its option, shall be added to the principal of the debt secured by this trust deed, and the beneficiary shall be entitled to recover the same with interest thereon.
  5. To appear in and defend any action or proceeding brought or threatened against said property or the beneficiary or trustee or in any suit, action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, in connection with the same, and to pay the same as and when due, and to execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
  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. To appear in and defend any action or proceeding brought or threatened against said property or the beneficiary or trustee or in any suit, action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, in connection with the same, and to pay the same as and when due, and to execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
  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 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 incurred by grantor in such proceedings, shall be paid to beneficiary and not to the grantor, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action, 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 note for endorsement (in case of full reconveyance) this deed and the note for endorsement of any person for the payment of the indebtedness, trustee may consent to the making of any map or plat of said property; (b) join in

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

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.

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

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on

June 27, 1988

by John W. Patton and Earla M. Patton

James D. Patton Notary Public for Oregon

My commission expires: 7-6-90

John W. Patton

Earla M. Patton

STATE OF OREGON,

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

19 \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Notary Public for Oregon

(SEAL)

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

# 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

STEVENS-NESS LAW, PUBL. CO., PORTLAND, ORE. 97201

Grantor

Beneficiary

Mountain Title Co  
407 Main St  
Klamath Falls, OR

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 28 day of June, 1988, at 4:08 o'clock P.M., and recorded in book/reel/volume No. M88 on page 10111 or as fee/file/instrument/microfilm/reception No. 88689, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Pauline Mueller Deputy

Fee \$13.00