

89208

166 TRUST DEED

day o

July 19 88 between

Cascade Title Company

UNCONDENSED

WITNESSETH.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

County, Oregon, described as

Lot 7, Block 3 of CRES-DEL ACRES, FIRST ADDITION, according to the official

plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected therewith.

now or hereafter appertaining, and the rents, issues and profits thereof, together with said real estate.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Sixty-four thousand (\$64,000.00) Dollars, with interest thereon according to the terms of a promissory note, dated 12/1/83, the final payment of principal and interest hereof, is

not sooner paid, to be due and payable July 15, 1925, on which the final installment of said note shall be paid, and the date of the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note shall be paid, passed to be

The date of maturity of the debt secured by this instrument is the date, stated above, on which the debt 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, or otherwise disposed of, without first having obtained the written consent or approval of the beneficiary

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

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.

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, and without regard to the adequacy of any security for the performance of the obligations hereunder, enter upon and take possession of said premises and the contents thereof, and sell the same, together with the proceeds of such sale, to satisfy the obligations hereunder.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire on the basis of the beneficiary may from time to time require, in and to the extent of the beneficiary's fees upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

and such other moneys as \$66,000.00 written in an amount not less than \$66,000.00, in companies acceptable to the beneficiary, with loss payable to the beneficiary as soon as insured; collection of such rents, issues and profits, or the proceeds of life and other insurance policies or compensation or awards for any taking or damage of the insured, shall be delivered to the beneficiary as soon as insured; insurance policies or compensation or awards for any taking or damage of the insured, shall not cure the application or release thereof as aforesaid, shall not cure the application or release thereof as aforesaid.

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, the beneficiary may procure the same at grantor's expense. The amount of any policy of insurance now or hereafter placed on said buildings, pursuant to such notice.

any part thereof, may be released to grantor. Such application or release shall not constitute a release of any claim or cause of action of the beneficiary upon any indebtedness of the beneficiary to the grantor, and shall not, in any event, constitute a release of any claim or cause of action of the grantor upon any indebtedness of the beneficiary to the grantor. The beneficiary shall not, in any event, be deemed to have waived any default or notice of default hereunder or invalidate any part thereof, may be released to grantor. Such application or release shall not constitute a release of any claim or cause of action of the beneficiary upon any indebtedness of the beneficiary to the grantor, and shall not, in any event, constitute a release of any claim or cause of action of the grantor upon any indebtedness of the beneficiary to the grantor.

5. To keep said premises free from construction liens and other 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 are paid, the trustee shall, upon the demand of the beneficiary, deliver receipts therefor to the beneficiary, and in the latter event the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and his election to sell the said described property to satisfy the obligation secured hereby whereupon the trustee shall cause the same to be sold and the proceeds thereof to be applied to the payment of such taxes, assessments and other charges as then required by law.

13. After the trustee has commenced foreclosure by advertisement and at any time prior to 5 days before the date the trustee conducts

hereby, together with the obligations described in paragraph 1, shall be secured by this trust deed, without waiver of any rights arising from breach of any of the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as was already paid.

same extent that they are bound for the payment of the obligation or trust deed. In any case, in addition to making the cure, the person effecting the cure shall pay to the beneficiary all defaults, the person effecting the cure shall pay to the beneficiary all expenses actually incurred in enforcing the obligation of the trust.

6. To pay all costs, fees and expenses of this trust including the cost of any sale of title security as well as the other costs and expenses of the trustee and attorney's fees with or in enforcing this obligation and trustee's and attorney's

7. To appear in and defend any action or suit brought by or against the beneficiary or trustee; and in any suit, affect the security rights or powers of beneficiary or trustee; may appear, including action or proceeding in which the beneficiary or trustee may appear, including this deed to pay all costs and expenses, in connection with the sale of the property at auction to the highest bidder for cash, 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, based on any matters of fact shall be conclusive.

**15.** When trustee sells pursuant to the powers provided herein, he shall apply the proceeds of sale to payment of:  
 (A) The expenses of said sale;  
 (B) A reasonable charge by him as trustee; and  
 (C) To the grantor or beneficiary, may purchase at the sale.  
**16.**

It is mutually agreed that:

right, if it so elects, to require time to be made for the payment of the same, as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred in such proceedings shall be paid to beneficiary and

both in the trial and appellate courts, necessary judgment and substitution shall be made by written order of the court, and the grantor agrees, at its own expense, to take such actions secured hereby; and grantor shall be necessary in obtaining such court order, 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.

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 reconveyances, for cancellation), without affecting the validity of the deed, may be acknowledged in made a public record as provided by law, and the party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or vendee is brought by trustee.

(c) 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 insurance company authorized to do business in the State of Oregon or the United States; a title insurance company authorized to insure title to real estate in the State of Oregon or the United States; or a person or persons appointed by the court.

**NOTE:** The Trust Deed Act provides that the trustee, mortgagee or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company licensed under ORS 96A.010, an escrow agent licensed under ORS 96B.505 to 96B.585, or any subsidiary, affiliate, agent or branch thereof, the United States or any agency thereof, shall not be deemed to have acquired an interest in real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof.

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 except conditions, restrictions, and easements of record,

and that he will warrant and forever defend the same against all persons, whomsoever. If all or any part of the property or interest herein is sold or transferred by Grantor without the Beneficiary's prior written consent, the Beneficiary may at the Beneficiary's option, declare all the sum secured by this deed of trust to be immediately due and payable. If the Beneficiary exercises such option to accelerate, the Beneficiary shall mail the Grantor notice of acceleration at the following address: 1055 N. 57th, Springfield, OR 97478. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, the Beneficiary may, without further notice or demand on the Grantor, invoke any and all default remedies provided for herein.

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.

John W. Kennedy  
Patricia A. Kennedy

STATE OF OREGON, ss.  
County of Lane  
This instrument was acknowledged before me on July 11, 1988, by John W. Kennedy and Patricia A. Kennedy  
Notary Public for Oregon  
My commission expires 8-27-90

STATE OF OREGON, ss.  
County of Klamath  
This instrument was acknowledged before me on July 19, 1988, by  
Notary Public for Oregon  
My commission expires

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:  
DATED: July 19, 1988

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.

<b>TRUST DEED</b> (FORM No. 881) COPY 3 OF 3 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		IN THE OFFICE OF THE CLERK OF THE COURT, STATE OF OREGON, County of Klamath, ss.	
John W. Kennedy and Patricia A. Kennedy Grantor		I certify that the within instrument was received for record on the 13th day of July, 1988, at 4:02 o'clock P.M., and recorded in book/reel/volume No. M88 on page 11053 or as fee/file/instrument/microfilm/reception No. 89208.	
David L. Taylor, Verna M. Taylor and Carla L. Mollett Beneficiary		Record of Mortgages of said County. Witness my hand and seal of County affixed.	
AFTER RECORDING RETURN TO: RICHARD CURTIS, ATTORNEY 96 EAST BROADWAY, SUITE 3 EUGENE, OR 97401		Evelyn Biehn County Clerk NAME TITLE By: Deputy	
		Fee 13.00 DEED	