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MLC-20110K

TRUST DEED

Vol. m88 Page 13825

THIS TRUST DEED, made this 15th day of August, 1988, between JOHN L. LUNDBERG

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
GEORGE WARNER and NANCY WARNER, husband and wife, or the survivor
as Beneficiary.

WITNESSETH:

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

Tract No. 55, PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3909-02AD-3200.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTEEN THOUSAND AND NO/100

note of even date herewith, payable to beneficiary or order and made 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 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.

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 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 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.

now or hereafter effected in the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in companies acceptable to the beneficiary, full insurable value, written in policies of insurance shall be delivered to the beneficiary; and the latter, all 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, collected under any fire or other insurance policy, and the amount payable thereupon any indebtedness secured hereby and in such case the beneficiary may, at the option of beneficiary the entire amount so collected, at any part thereof, 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.

5. 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 the taxes, assessments, and other charges become past due or delinquent and prior to the expiration thereof to the beneficiary; should the grantor fail to make payment of any such assessments, insurance premiums, liens or other charges payable by grantor, the beneficiary or by providing beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the next secured trust deed, shall be added to and become a part of the principal of this trust deed, together with the obligation secured by the same, and shall be secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, and the property hereinbefore described, as well as the grantor, shall be bound to the same extent that the grantor is bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall be the option of the beneficiary, constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search and insurance, 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.

shall actually incurred by the lender, the lender, its attorneys and attorneys for the beneficiary, in connection with the approval of this deed and attorney's fees for the preparation of this deed, shall be paid by the beneficiary, and the beneficiary agrees to defend, support and prosecute 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 suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, incurred by the beneficiary or trustee, and to pay the amount of attorney's fees and the beneficiary's or trustee's attorney's fees; the beneficiary agrees to pay the costs and expenses of the beneficiary or trustee incurred while lived by the trial court and in the event in this paragraph 7 in all cases shall be decree of the trial court. Grantor further agrees to pay from any judgment or award of the trial court the costs and expenses of the beneficiary or trustee, including attorney's fees on appeal, and the beneficiary's or trustee's attorney's fees on appeal.

It is mutually agreed that:

8. In the event that any portion of all said property shall be taken right of 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 money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable attorneys' fees and expenses and attorney's fees incurred by grantor in such proceedings and attorney's fees necessarily paid or applied by it itself upon any reasonable claim, shall be paid to beneficiary and the balance of the proceeds of such proceedings shall be paid to beneficiary in the trial and appellate courts, necessary paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and beneficiary agrees, at its own expense, to take such actions and execute such instruments as may be required by beneficiary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary of its fees and presentation of this deed and the note for payment (in case of full conveyances, by corroboration), without affecting liability 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 individual or a firm or partnership or association authorized to do business under the laws of Oregon. If the property of this state, its subsidiaries, affiliates, agents or branches, the United States

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge granted; (d) reconvey, without warranty, all or any part of the property. The legally entitled thereto," and the recitals therein of any matter 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.

[illegible]

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, in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may event the beneficiary at his election may directly and payable. In such an event in equity as a mortgage or direct the trustee to foreclose the trust deed secured hereunder and sale, or may direct the trustee to pursue any remedy available at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or and his election to sell the said described real property his written notice of default secured hereby whereupon the trustee shall fix the time and satisfy the obligation secured hereby as then required by law and proceed to foreclose this trust deed in the manner and to the extent permitted by law.

in the manner provided in ORS 86.735 to 86.795. The trustee has commenced foreclosure by advertisement and sale, and at any time prior to the date the trustee conducts the sale, the grantor or any other person may cure the default of 86.753, may cure the default or defaults. If the default consists of a failure to pay any amount due on the trust deed, the default may be cured by paying the entire amount due on the trust deed, whether or not such portion as would not then be due had no default occurred. Any person who is capable of curing the default or defaults by tendering the performance required by the default or defaults, the person effecting the cure may pay the beneficiary all costs actually incurred in enforcing the obligation of the beneficiary, and the trustee's and attorney's fees not exceeding the amounts provided by law.

place designated in the notice of sale, or the receiving the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and be postponed as provided by law. The trustee may, to which said sale may be made or in separate parcels and shall sell the parcel or parcels by public auction to the highest bidder, payable at the time of sale. Trustee shall deliver to the purchaser its deed.

15. The trustee shall convey the property so sold, but without any covenant or warranty, by law conveying the property, and of any matters of fact shall be conclusive proof of the truthfulness thereof.

16. The trustee, in conveying the property to 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 payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee, (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.

18. Beneficiary may from time to time appoint a successor or successors to the trust 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 the rights, powers and duties conferred upon any trustee herein named or appointed hereunder, and such appointment and substitution shall be made by written instrument executed by the appointor, which shall be 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 trust 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 896.505 to 896.508.

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 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 the purchase of real property for investment 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 Steven-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

John L. Lundberg
JOHN L. LUNDBERG

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

STATE OF OREGON,)
County of Klamath) ss.

This instrument was acknowledged before me on August 25, 1988, by

JOHN L. LUNDBERG
Kristi L. Redd
Notary Public for Oregon
(SEAL) My commission expires: 11/16/91

STATE OF OREGON,)
County of) ss.

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
(FORM No. 881)

STEVEN-NESS LAW P.C., PORTLAND, OR

JOHN L. LUNDBERG
P.O. Box 7448
Klamath Falls, OR 97602
Grantor

GEORGE WARNER & NANCY WARNER
1712 North El Molino
Pasadena, CA 91104
Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 26th day of Aug., 1988, at 12:59 o'clock P.M., and recorded in book/reel/volume No. M88 on page 13825 or as fee/file/instrument/microfilm/reception No. 90744, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk
NAME TITLE
By *Barbara McClintock* Deputy