

95081

## TRUST DEED

Vol. m88 Page 21556

THIS TRUST DEED, made this

day of

December

19 88,

between

as Grantor,

EDWARD E. HILL

CONTRA TRUSTEE

as Beneficiary,

VINCENT R. FOSTER

as Trustee, and

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

see Exhibit A+B  
18021 DEED

JULIE OF OREGON

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 \$1,080.54

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 on demand.

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, or herein, shall become immediately 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; 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 and such other hazards as the beneficiary may from time to time require, in an amount not less than \$1,000,000, written in policies of insurance shall be delivered to the beneficiary as soon as insured; 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 of any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or 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 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 make such payment, beneficiary may, at its option, make payment therefor, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, without addition of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herebefore described, as well as the grantor, shall be bound to the described, and all such payments shall be immediately due and payable hereon, notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 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 suits for the foreclosure of this deed, to pay all costs and expenses, in amount of attorney's fees and the beneficiary's or trustee's attorney's fees, the fixed by the trial court and the cost of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. It is mutually agreed that:

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 amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary, paid or applied by it first upon any reasonable costs and expenses and attorney's fees, 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.

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 recovery), for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

acknowledge the payment of the indebtedness, and the note for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

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(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 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 all 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, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, and in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

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 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 at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall to sell the said described real property to satisfy the obligation 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 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a failure to pay, when due, the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default, that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, 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 amounts provided 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 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 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 deeded 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, 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, having recorded liens subsequent to the interest of the trustee in the trust deed, 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 696.505 to 696.585.

54224

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. Reference WARRANTY DEED for real property, (copy attached) signed 12 Dec. 1980, by Marian Hecocata Crain, Registered to James E. Godowa Jr., and that he will warrant and forever defend the same against all persons whomsoever. This Warranty Deed registered on Vol M80 Page 24951 and 94126 County of Lake,

and that he will warrant and forever defend the same against all persons whomsoever. This Warranty Deed registered on Vol M80 Page 24951 and 94126 County of Lake,

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.

James E. Godowa Jr.  
JAMES E. GODOWA, JR.  
James E. Godowa Jr.

STATE OF OREGON,  
County of Klamath  
This instrument was acknowledged before me on 12/12/80 by J.E.G.

NOTARY PUBLIC  
Lorena Williamson  
My commission expires 1-10-89

STATE OF OREGON,  
County of Klamath  
This instrument was acknowledged before me on 12/12/80 by J.E.G.

NOTARY PUBLIC  
Lorena Williamson  
My commission expires 1-10-89

REQUEST FOR FULL RECONVEYANCE  
TO: 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: 12/12/80

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Vince H. Foster, DEED RECORDS

6210 Monterrey Dr.

Klamath Falls, Or. 97603

EDWARD E. GODOWA, JR.

12/12/80

NAME

By

Deputy

## STATE OF OREGON,

County of Klamath

I certify that the within instrument

was received for record on the 12/12/80 day

of 12/12/80 at 1:00 o'clock P.M., and recorded

in book/reel/volume No. 12/12/80

page 12/12/80 or as fee/file/instru-

ment/microfilm/reception No. 12/12/80

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

NAME

By

Deputy



94126

## WARRANTY DEED

K-35227

KNOW ALL MEN BY THESE PRESENTS: That I, Marian Hecocta Crain, for and in consideration of the sum of \$12,000.00 have bargained and sold and by these presents do bargain, sell and convey unto James E. Godowa Jr., a Protected Person, pursuant to a decree made and entered in the probate division of the Circuit Court for the State of Oregon for Multnomah County, probate file numebr 87416, in the matter of the conservatorship of James E. Godowa Jr., the following described real property situated within Klamath County, State of Oregon, to-wit:

A tract of land situated in the NW1/4 of Section 35, Township 36 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the northerly line of the Godowa Springs Road, said point being N. 11° 02' 24" E. a distance of 442.31 feet from the iron bolt marking the southwest corner of said Section 35; thence N. 58° 08' E. along the northerly line of said road a distance of 225.00 feet to a 5/8" iron pin; thence North a distance of 104.00 feet to a 5/8" iron pin in a fence line; thence S. 82° 19' W. along said fence line a distance of 192.83 feet to a 5/8" iron pin; thence South a distance of 196.95 feet, more or less, to the point of beginning, containing 0.66 acres, more or less.

Plus Mobile Home Described as follows, which is situated upon the above described real property, to-wit:

A 1974 Townline Mobile Home, being 54 feet in length and 24 feet in width, Serial No. 8697,

and mobile home, TO HAVE AND TO HOLD the above granted premises/unto the

grantee and unto his heirs and assigns forever, and the grantor does covenant with the grantee that she is lawfully seized of a merchantable fee simple title to the above granted premises, that said premises are free of all liens and encumbrances excepting:

- (1) Right of way for Public Highway, including the terms and provisions thereof, by and between dated April 27, 1955, recorded August 7, 1956, in Volume 286, page 45, Deed records of Klamath County, Oregon.
- (2) Easement and Sub-surface rights, including the terms



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and provisions thereof, recorded July 28, 1958, in Volume 301, page 329, and in Volume 301, page 333, recorded July 31, 1958, in Volume 301, page 444, and recorded October 21, 1958, in Volume 305, page 220. Deed records of Klamath County, Oregon, as follows: "The above described property is subject to any other existing easements for public roads and highways, for public utilities, and for railroads and pipe lines, and for any other easements or rights-of-way of record, and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States, with the rights of the United States to maintain, operate, or improve the same so long as needed or used for or by the United States. (Dept. Instr. January 13, 1916, 44 L.R. 513.)"

The grantor does further covenant that she will forever warrant and defend the above granted premises unto the grantee his heirs and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set her hand and seal this 12 day of December, 1980.

Marian Hecocta Crain (SEAL)  
MARIAN HECOCTA CRAIN

STATE OF OREGON ) ss.  
County of Lake )

On this 12 day of December, 1980,

before me personally appeared the within named Marian Hecocta Crain, and she did then and there acknowledge that she executed the foregoing

instrument.

James E. Godown Jr.  
Notary Public for Oregon  
My Commission Expires 12/31/84

Until a change is requested, all tax statements shall be sent to:

James E. Godown Jr., Conservator  
c/o Forrest S. Cooper  
35 G Street South  
Lakeview, OR 97630

FILED IN OREGON, COUNTY OF KLAMATH  
for record at request of Klamath County Title Co.  
on 25th day of December, A.D. 1980 at 11:53 A.M.  
Duly recorded in Vol. M80 of Deeds on Page 24951

Return to:  
Forrest S. Cooper  
35 G Street South  
Lakeview, Oregon 97630

Wm D. Milne  
County Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of Vince Foster the 20th day  
of Dec. A.D. 1988 at 11:49 o'clock AM., and duly recorded in Vol. M88  
of Mortgages on Page 21556  
By Evelyn Biehn County Clerk  
By Pauline Mullins