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1989, between

as Grantor, Mountain Title Company of Klamath County.

WITNESSETH:

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:

SECTION to the City of Klamath Falls, according to

Lot 13 in Block 209, MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3809 033DC 07600

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.

THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the SUM OF SEVENTY - NINE and no/100***** according to the terms of a promissory

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE FIRST PARTY TO THE SECOND PARTY, the sum of ONE THOUSAND THREE HUNDRED SEVENTY NINE and no/100 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 due to be due and payable by this instrument is the date, stated above, on which the final installment of said note is due, and the interest thereon, and any interest therein is sold, agreed to be sold, and the proceeds thereof, and any interest thereon, are to be paid to the beneficiary, and the approval of the beneficiary.

note of even date herewith, payable to beneficiary or order and made by _____, 1989, on which the final installment of said note not sooner paid, to be due and payable _____.

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.

_____ hereby agrees to the terms and conditions of this trust deed, grantor agrees to grant any easement or creating any restriction thereon; (c) join in any agreement affecting this deed or the lien or charge, mortgage or other agreement affecting this deed or the property. This instrument shall be subject to the terms, conditions, covenants, and agreements, all or any part of the property. This instrument shall be subject to the terms, conditions, covenants, and agreements, all or any part of the property. This instrument shall be subject to the terms, conditions, covenants, and agreements, all or any part of the property.

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; and permit any waste of said property.

not to commit or permit any waste of said property, and not to remove or destroy any building or improvement which may be constructed, damaged or destroyed thereon, and which all laws, ordinances, covenants, conditions and restrictions affecting said property; and the beneficiary so requests, to cause the beneficiary to execute and pay for filing of all necessary documents and to pay for the cost of all searches made in the public office or offices as may be deemed desirable by the beneficiary.

[illegible][illegible][illegible]

It is mutually agreed that:

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 condemnation, beneficiary shall have the right, if it so elects, to require that any or any portion of the monies payable or 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 and applied by grantor in any reasonable costs and expenses or incurred by beneficiary in the trial and appellate courts, necessarily applied upon the indebtedness both in its proceedings, and the law, to its own expense, to take such actions secured hereby; and grantor agrees, that he shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time before and presentation of this deed and the note for beneficiary, payment in case of full reconveyances, cancellation, trustee may endorsement in any person for the payment of the indebtedness, trustee may the liability of any person for the payment of said property; (b) join in (a) consent to the making of any map or plat of said property;

10. The undersigned must be either on

granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement affecting this deed or the property. The grantee; (d) reconvey, without warranty, all or any part of the "person or persons thereof; (e) in any reconveyance may be described as the "person or persons thereof; (f) and the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not be less than \$5.

[illegible]

less costs upon any indebtedness secured hereunder, and the priority of the lender's fees upon any indebtedness secured hereunder shall be determined by the lender.

1.1. 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 default.

1.2. A default by grantor in payment of any indebtedness secured hereunder, time being of the essence hereunder, may be deemed a default hereunder.

[illegible]

13. After the trustee has commenced foreclosure by advertisement and notice in the manner provided in ORS 86.735 to 86.795, may due 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 a failure to pay, may cure the default or defaults. If the default or defaults may be cured by paying the amount due by the trust deed, the cure other than such person as would sums secured by at the time of the default or defaults, any other 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 one or more parcels in one parcel or separate parcels and shall sell at the time of sale by auction or by the highest bidder for cash, in form as required by law. The trustee may deliver to the purchaser without any covenant or warranty, and without any proof of the truthfulness thereof. Any person, excluding the trustee, but including the trust and beneficiary, may purchase the powers provided herein, including the power to sell, lease, convey, or otherwise dispose of the property.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to each appointment, and without conveyance to the successor under. Upon each appointment, and with all title, powers and duties conferred under, the latter shall be vested in the successor appointed hereunder. Each such appointment by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by mortgage records of the county or counties in which, when recorded, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust as provided by law. Trustee is not acknowledged in a public record pending sale under any other deed obligated to notify any party hereto in which grantor, beneficiary or trustee 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.

(a) 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 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~~ California } ss.
County of CONTRA COSTA

This instrument was acknowledged before me on
May 9, 1989, by

James Meharg & William L. Ault
Notary Public for Oregon

STATE OF OREGON, } ss.

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

(FORM No. 881)

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

Meharg / Ault

1549 Lyman Ct
Concord CA 94521
Grantor

Judkins

Beneficiary

AFTER RECORDING RETURN TO

MTC

P.O. Box 5017

Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 15th day of May, 1989, at 9:28 o'clock A.M., and recorded in book/reel/volume No. M89 on page 8247 or as fee/file/instrument/microfilm/reception No. 132, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk..

By Pauline M. Phillips Deputy

Fee \$13.00