

2184

TRUST DEED

THIS TRUST DEED, made this 29th day of June, 1989, between
HARRIET S. BOWMER

as Grantor, WILLIAM P. BRANDSNESS, as Trustee, and
ROSS D. PENDILL and HELEN S. PENDILL, or the survivor of them.

as Beneficiary,

WITNESSETH:

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

Lot 1 in Block 1 of FIRST ADDITION TO MOYINA

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 Seven Thousand and No/100ths (\$7,000.00) to _____ with interest thereon according to the terms of a promissory

sum of Seven Thousand and No/100ths (\$7,000.00) 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 upon sale of real property.

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.

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

- To protect this security or otherwise:
1. To protect, preserve and maintain said property in good condition; and not repair; and not to remove or demolish any building or improvement thereon; and not permit 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 taxes, assessments, covenants, conditions and restrictions affecting such improvements, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in the filing of 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.
 3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time determine, for an amount not less than full insurable value payable to the latter; all companies acceptable to the beneficiary; and to the beneficiary as soon as insured policies of insurance are obtained or renewed; and if the beneficiary fails or omits to procure any policy of insurance or fail or omit to renew any policy of insurance already procured by the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed upon the buildings, the beneficiary may procure the same at its option; and no sum secured by the beneficiary collected under any fire or other insurance policy may be applied by beneficiaries upon any indebtedness secured hereby and in such order as beneficiaries may deem proper, and at option of beneficiary the entire amount so collected, or 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 such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of such taxes, assessments, insurance premiums, liens or other charges payable by grantor, either directly or indirectly by paying deficiency with funds with which he has direct payment, the beneficiary may, at its option, make payment thereof and make such payments known so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraph 6 and of all sums secured hereby, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights herein, with interest as aforesaid, the property heretofore described, as well as the grantor, shall be bound to the payment of all amounts that they are bound for the payment of the obligation heretofore described, and all such payments shall be immediately due and payable without notice, and the non-payment thereof shall, at the election of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
 7. To pay all costs, fees and expenses of this trust including the costs 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 or interests or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses of the attorney's fees; to include evidence of title and the beneficiary's right to redeem the property included in the amount of attorney's fees mentioned in paragraph 7 in all cases shall be fixed by 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.

granting any easement or creating any restriction thereon; (c) join in any 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 any 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 the court, without regard to the adequacy of any security for the payment of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise cause to be sued, defend, compromise, settle, execute, and collect, and apply the same, and the proceeds thereof, to the payment of the indebtedness hereby secured, and its interest, costs and expenses, and the balance of the proceeds to be paid to the beneficiary, in full satisfaction of the indebtedness hereby secured, 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 hire 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.

[illegible]

notice thereof as provided in ORS 86.735 to \$6,795.

13. And 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 designated in ORS 86.735, may cure the default or defaults of the trust, consists of a failure to pay, when due, the sum 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 of the sum then due had no default occurred. Any other default or defaults may then be cured may be cured by tendering the sum in addition to curing the default or obligation or trust deed. In addition, the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed and 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 by 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 same at the time of sale. Trustee shall convey a deed in deed in form as required by law conveying the property to the highest bidder. The trustee shall not be bound to prove the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of sale shall be conclusive evidence of the truthfulness of the same. The trustee shall be bound to include the name of the person or persons entitled to purchase the sale.

3. 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 fee to be paid by trustee's attorney, (2) to the obligation secured by the mortgage, and (3) to all persons having recorded liens subsequent to the date of recording of the mortgage in the trust deed as their interest 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. From and after the death of the trustee, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties of the trustee. The latter shall be appointed by a written instrument executed in and upon any trustee herein named or appointed or by a written instrument of appointment and substitution shall be made by the trustee in any instrument executed by beneficiary, 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 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 trustor 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 the business or investment purposes of the grantor.~~

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, which ever 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 this form of acknowledgement opposite.)

STATE OF OREGON,)
) ss.
 County of Klamath)

This instrument was acknowledged before me on
 June 29, 1989, by
 HARRIET S. BOWMER

Harriet S. Bowmer
 Notary Public for Oregon
 My commission expires: 9/16/89

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.

HARRIET S. BOWMER

Grantor

ROSS D. PENDILL and

HELEN S. PENDILL

Beneficiary

AFTER RECORDING RETURN TO

Brandsness, Brandsness & Davis
 411 Pine Street
 Klamath Falls, OR 97601

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 30th day of June, 1989, at 4:08 o'clock P.M., and recorded in book/reel/volume No. M89 on page 11922 or as fee/file/instrument/microfilm/reception No. 2184, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
 NAME TITLE

By *Debra L. Mullins* Deputy