

22541

**TRUST DEED**

THIS TRUST DEED, made this 20th day of June, 1989, between  
JESSE SLATON & JODY JEAN SLATON, husband and wife

as Grantor, Mountain Title Company of Klamath County, as Trustee, and Edward J. Hayes, Jr. as to an undivided  $\frac{1}{2}$  interest & Shirley Wright as to an undivided  $\frac{1}{2}$  interest as tenants in common 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:

see attached

USDAIR DEED

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 TWENTY TWO THOUSAND FIVE HUNDRED SIXTY & NO/100\*\*\*\*\* according to the terms of a promissory

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:

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.

and repair; not to remove or use 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 in such obligations, covenants, conditions and restrictions affecting said property if the beneficiary so requests, to the Uniform Commercial Code as the best financing statements pursuant to the Uniform Commercial Code as the best financing statements require and to pay for filing same in the proper public offices, as well as the cost of all lien searches made by proper public officers or searching agencies as may be deemed desirable by the beneficiary.

3. To obtain and maintain insurance on the buildings

4. 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 perils as the beneficiary may from time to time require, in and to the sum of not less than \$50,000.00, vacant land (and) with an amount not less than \$50,000.00, to the beneficiary, with loss payable to the latter; all conditions acceptable to the beneficiary, with loss payable as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as such insurance and to the grantor shall fail or any reason for at least fifteen days prior to the expiration of any policy of insurance, or hereafter placed on said buildings, the beneficiary may require the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by the beneficiary to the payment of any indebtedness secured hereby and in such order as the beneficiary shall determine, or 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.

not cure or waive any default or notice of acceleration if such action pursuant to such provisions.

5. To keep all 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 prompt payment of any taxes, assessments, insurance premiums, life-insurance proceeds payable by grantor, eitherments, insurances premiums, life-insurance proceeds payable by grantor, eitherments, insurance premiums, life-insurance proceeds payable by grantor, either by direct payment or beneficiary may, at its option, make payment limited to the amount to be paid, with interest at the rate set forth in Sections 6 and 7 of this deed, together with the obligations described in paragraph 6 and 7 of this deed, shall be added to and become a judgment lien in breach of any of the trust deed, without waiver of any rights of creditors as aforesaid, the covenants hereof and for such purposes, with interest as aforesaid, the covenants hereinbefore hereby are made for the payment of the obligation herein same extent; and all such payments shall be immediately due and payable with-out 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 and expense of this trust including the cost

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as all 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 the beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's attorney's fees, including evidence of the title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph shall be ascertained by the trial court and in the event 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.

***It is mutually agreed that:***

**It is mutually agreed that:**

8. In the event that any portion or all of said property shall have been taken 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 therefor be paid in cash. In such case, an excess of the amount required as compensation for such taking, which exceeds attorney's fees necessarily paid or to pay all reasonable costs, expenses, shall be paid to beneficiary and incurred by grantor in such reasonable cost and expenses and attorney's fees, applied by it first upon its appeal proceedings, necessarily paid or incurred by both in the trial court and appellate courts, necessarily paid or incurred by beneficiary in the trial court 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, within a reasonable time upon written request of beneficiary.

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 liability of any person for the payment of the indebtedness, trustee may (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 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 foregoing shall be paid in this paragraph shall be not less than \$5.

be conclusive proof of the truthfulness of the foregoing statement, and that the services mentioned in this paragraph shall not be less than \$5.00 per month.

10. Upon any default by grantor hereunder, beneficiary may at any time without recourse, either in person, by agent or by a receiver to be appointed by a court, and without regard to the time of taking possession of said property the indebtedness hereby secured, and the interest thereon, may collect the rents, or any part thereof, or may sue on the name sue or otherwise collect the rents, or any part thereof, including those past due and unpaid, and apply the same to the payment of the principal and interest, including reasonable attorney's costs and expenses of operation and collection, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as to the

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, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to pursue any other right or remedy, either 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 the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby. Thereupon the trustee shall fix the time and place of sale, give notice thereof where as then required by law and proceed to foreclose this trust deed pursuant provided in ORS 86.735 to 86.795 by advertisement and

[illegible]

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. The purchase price shall be payable at the time of sale. Trustee shall deliver to the purchaser a deed in deed in form as required by law conveying the property to the purchaser, but without any covenant or warranty, express or implied, of the recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the powers provided herein, trustee or not.

of the truthfulness thereof. I may purchase at the sale. the grantor. 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 reasonable charge by trustee's attorney, (2) to the obligation of the trust, (3) to the interest of the trustee in the trust, and (4) to the interest of the beneficiaries. If there is a surplus, the surplus, after deducting their interests may appear in the order of their priority and, if there is a surplus, if any, to the grantor or to his successor in interest entitled to such surplus. I hereby designate from time to time appoint a successor or successors.

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 by the instrument, and substitution shall be made by the 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, 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.

the liability of any person for the making of any map or plat of said property; (b) join in said consent to the making of any map or plat of said property.

(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.)

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 (c) 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-Niss Law 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 acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on 6/28/89, 19, by

Jesse Slaton & Jody Jean Slaton

Slaton

(SEAL)

Notary Public for Oregon

My commission expires: 6/16/89

STATE OF OREGON,

County of

ss.

This instrument was acknowledged before me on 19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

#### 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. 181)

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

Slaton

Grantor

Hayes/Wright

Beneficiary

AFTER RECORDING RETURN TO

MTC

222 South Sixth

Klamath Falls, OR 97601

STATE OF OREGON,

County of \_\_\_\_\_

ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

Order No: 21631-D

EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land situated in the S1/2 N1/2 of Section 27, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the W1/4 corner of said section 27; thence North 00 degrees 06' 04" East, along the West line of said Section 27, 1321.35 feet to the North line of the S1/2 N1/2 of said Section 27; thence South 89 degrees 49' 13" East, along said North line 2266.50 feet; thence South 48 degrees 06' 22' West 348.50 feet; thence South 66 degrees 58' 05" West 357.11 feet; thence South 37 degrees 19' 50" West 361.16 feet; thence South 27 degrees 34' 00" West 740.75 feet to the South line of the S1/2 N1/2 of said Section 27; thence North 89 degrees 53' 51" West 1118.94 feet to the point of beginning, with bearings based on Survey No. 3358, as recorded in the office of the Klamath County Surveyor.

Tax Account No: 4011 02700 00700 covers additional property  
4011 02700 00800 covers additional property

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 3rd day  
of July A.D., 19 89 at 3:43 o'clock PM., and duly recorded in Vol. M89,  
of Mortgages on Page 12048.

Evelyn Biehn County Clerk

By Pauline Nielsen

FEE \$18.00