

**TRUST DEED**

1989...., between

THIS TRUST DEED, made this 7th day of July  
1964, by MONK & CYNTHIA M. MONK, husband and wife

THIS TRUST DEED, made this 7th day of  
THOMAS J. MONK & CYNTHIA M. MONK, husband and wife

as Grantor, Mountain Title Company of Klamath County

as Grantor, .....  
 .....  
 CARL R. LUCAS & MELANEE LUCAS, Husband and Wife  
 as Beneficiary, .....  
 WITNESSETH

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:

Lot 1 in Block 63 of BUENA VISTA 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 029BC 02800

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 **THIRTY-ONE and 58/100** Dollars, according to the terms of a promissory note executed by the grantor to the grantee, bearing date of this day of **SEPTEMBER** 19**81**, and interest thereon at the rate of **10** per cent per annum, payable monthly, and the costs of recording this instrument.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of EIGHT THOUSAND EIGHT HUNDRED THIRTY-ONE and 58/100 Dollars, with interest thereon according to the terms of a promissory note made and executed by grantor, the final payment of principal and interest hereof, it

sum of EIGHT THOUSAND DOLLARS (\$8000) payable by grantor, the final payment  
 \*\*\*\*\*  
 note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note  
December 31, 1989.  
 The date and payable \_\_\_\_\_ installment is the date, stated above, on which the final installment of said note  
 is sold, agreed to be  
 of the beneficiary.  
 of the beneficiary.

\*\*\*\*\*  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment, 1989.  
not sooner paid, to be due and payable December 31, \_\_\_\_\_, 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 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.  
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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 not to permit any waste of said property.

1. To protect, preserve and maintain any building or improvement thereon and repair; not to remove or demolish 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 by fire or other casualty; not to incur the cost thereof.

[illegible][illegible]

act due pursuant to such notice.

5. To keep said            free from construction liens or assessments upon or against said           , the grantor shall pay all taxes, assessments and other charges, assessments payable before any part of said            promptly deliver receipts therefor against said property past due or delinquent to make payment of any taxes, assessments or charges; should the grantor or any other charges payable by the grantor, either to hospitals, insurance premiums, or by providing beneficiary with funds with which to make such payments, beneficiary may, at his or her set forth in the note, demand of this and the amount so paid, with interest as described in paragraphs 6 and 7 of this hereinafter, together with the obligation and become a part of the debt secured by this hereby created deed, shall be added to any rights arising from breach of any of the trust deed, without prejudice for such payments, with interest as aforesaid, the property covenants hereof, as well as the payment of the obligations herein provided herein extend that they are bound to pay immediately due and payable with the same interest, and all such payments shall be made immediately due and payable with 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 incur all expenses of this trust including the cost of recording this deed.

6. To pay all costs, fees and expenses of the trustee incurred in title search as well as in enforcing this obligation and trustee's and attorney's fees actually incurred in and defend any action or proceeding purporting to interfere with or obstruct the exercise of the powers of the trustee; and in any suit, including

[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 all or any portion of the amounts payable for compensation for such takings which are in excess of the amounts 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 to be applied by it first upon any reasonable costs and expenses or incurred or incurred by beneficiary and its counsel and appellate court, necessarily paid or incurred in connection both in the trial and appellate courts, and the balance applied upon the costs and expenses in such proceedings, and the balance upon expense, to the extent such action is necessary; and grantor agrees that it will execute such instruments as beneficiary may request and execute such instruments as 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 reconveyance of the indebtedness, trustee may the liability of any person for the payment of plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (c) must be either an

[illegible]

legally entitled thereto, the truthfulness thereof, or less than \$5. The conclusiveness of the foregoing shall be binding upon the lender.

Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security provided by a court, and without regard to the sufficiency of said security, the indebtedness hereby secured, enter upon and take possession of the rents, profits, or any part thereof, in its own name sue or cause to be sued for, and collect, and issue any process, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including reasonable costs, expenses and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

Beneficiary may, at any time, enter upon and taking possession of said property, the proceeds of the sale of the same, and the proceeds of fire and other

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.

[illegible]

13. After the trustee has commenced foreclosure under the trust deed and the trustee conducts the sale, and at any time prior to 5 days before the sale, the trustee may cure the default by paying the sums secured by the trust deed, or the cure other than such payment which is capable of being cured may be effected by tendering the amount due to the beneficiary under the trust deed. In any case, in addition to curing the default, the trustee shall be obligated to pay to the beneficiary under the trust deed the costs of curing the default, the expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided for in the trust deed.

14. Otherwise, the sale shall be held on the time to which said sale and place designated in the notice of sale or the trustee may sell said property either as provided as provided by law. The trustee shall sell the parcels of land in the parcel or in separate parcels and shall sell the parcels of land in the parcel or in separate parcels for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in full form as provided by law conveying the property to the purchaser without warranty, express or implied, and shall deliver to the purchaser its deed in full form as provided by law conveying the property to the purchaser without warranty, express or implied, and shall deliver to the purchaser its deed in full form as provided by law conveying the property to the purchaser without warranty, express or implied. The recitals in the deed of any person, excluding the trustee, but including the trustee, shall be true and correct. Any purchase at the sale, as provided herein, trustee shall be binding and shall be a full discharge of the debt.

[illegible]

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 conditions and duties conferred on the trustee, the latter shall be vested with all title, powers and duties conferred on the trustee herein named or appointed. Each such appointment of a successor trustee, hereinafter named or appointed, shall be made by the beneficiary, upon any trust herein named or appointed, by a written instrument executed by the beneficiary, and substitution shall be made by a written instrument of the county or counties in which when recorded in the mortgage records conclusive proof of proper appointment of the successor trustee. The beneficiary of this trust when this deed, duly executed and recorded, is in full force and effect, shall be provided by law. Trustee is not

17. Trustee accepts this trust when this deed, duly executed and acknowledged is a public record as provided by law. Trustee is not obligated to notify any party hereto of this sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary, 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.

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. 1019, or equivalent. If compliance with the Act is not required, disregard this notice.

*Thomas J. Monk*  
Thomas J. Monk  
*Cynthia M. Monk*  
Cynthia M. Monk

(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  
July 10, 1989, by

Thomas J. Monk & Cynthia M. Monk

*Notary Public for Oregon*  
(SEAL) My commission expires: 6-16-92

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. 881)

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

Monk

2202 Oregon Ave

Klamath Falls, OR 97601

Grantor

Lucas

Beneficiary

AFTER RECORDING RETURN TO

Lucas

c/o Mountain Title

222 South Sixth St

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 10th day of July, 1989, at 3:32 o'clock P.M., and recorded in book/reel/volume No. M89 on page 12546 or as fee/file/instrument/microfilm/reception No. 2419, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Mulder Deputy