

TRUST DE

Vol. m89 Page 13356

.....
Lender, ASPEN TITLE & ESCROW, INC

ROBERT A. OVERTON and SHERRY D. OVERTON, husband and wife with full

rights of survivorship

beneficiary

WITNESSETH

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

Lots 1 and 2, Block 2, MIDLAND HILLS ESTATES, in the County of Klamath,
State of Oregon.

CODE 162 MAP 4008-LAB TL 1900 KAY #620929

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 Twenty Four Thousand One Hundred Ninety Five and 25/100-----

sum of Twenty Four Thousand and no/100 Dollars, (\$24,195.25) 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 at Maturity of Note 19....., in which the final installment of said note

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.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, destroyed thereon, and pay when due all costs incurred therefor.

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; if the beneficiary so requests, join in executing 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.

beneficiary.

4. To provide, and continuously maintain insurance on the building now or hereafter located on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, an amount not less than \$insurable value, written policies acceptable to the beneficiary, with loss payable to the latter; companies acceptable to the beneficiary shall be delivered to the beneficiary at all times; if the grantor shall fail or any company shall fail to issue such insurance policies of insurance shall be delivered to the beneficiary within thirty days after the date of failure of the policy; if the beneficiary at least fifteen days prior to the expiration of the policy of insurance now or hereafter placed on said building fails to procure another policy of insurance, the grantor or his agent or attorney shall procure the same at grantor's expense. The amounts collected under any fire or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereby and in satisfaction thereof, may determine, or at option of beneficiary, the amount so collected, any part thereof, may be paid over to the beneficiary as cash payment, without notice or warning, any default or notice of default hereunder or invalidation of the policy shall not constitute a breach of this agreement, which shall be done pursuant to such notice.

act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay taxes, assessments and other charges that may be levied or assessed upon and 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 any taxes, assessments, insurance premiums, liens or other charges payable by grantor, the beneficiary shall, at its option, make payment therefor by direct payment or by providing beneficiary with funds with which to make such payment; beneficiary may, at its option, make payment therefor and the grantor shall, 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, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest, the property hereinafter described, as well as the grantor, shall be bound to the same extent as if all such payments had been made; the payment of the obligation hereunder and all such payments shall be immediately due and payable without 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, charges and expenses of this trust including the costs of title search and recording, and the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's actually incurred.

fees actually incurred in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of a mortgage, the costs, disbursements and expenses, any suit for the foreclosure of a mortgage, the costs, disbursements and expenses, including reasonable attorney's fees and the beneficiary's or trustee's attorney's fees; and the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, granted or further affected by any such appeal, the amount of attorney's fees shall be fixed by the court to which the appeal is taken, and the reasonable fee of the beneficiary's or trustee's or both attorneys on such appeal.

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, the compensation beneficiary shall have the right, if so elected, 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 incurred by grantor in such proceedings, be paid to the beneficiary, and not to the grantor, for the 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 satisfaction of the judgment of the court in such proceedings, and the such amount secured hereby, and the grantor's interest therein, shall be held in trust for the beneficiary, and the same 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 endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee shall consent to the making of any map or plat of said property; (b) join

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, or by agent or by receiver to be appointed by the court, take any action deemed to be adequate for any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, including reasonable attorney's fees and expenses of operation and collection, 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 loss or taking or damage of the property, and the application or release of such proceeds as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done

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, the beneficiary may declare all sums due immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed even if the beneficiary at his election may purchase the right of first refusal in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to purchase the right of first refusal, either at law or in equity, with the beneficiary may have. In the event the beneficiary at his election may purchase the right of first refusal, the trustee shall execute and cause to be recorded his written notice of sale, and his election to sell the said described real property to satisfy the obligation secured hereby, whereupon the trustee shall cause to be recorded his notice of sale, and proceed to foreclose this trust deed.

13. After the trustee has commenced an action for foreclosure by advertisement and sale, if the trustee, in the course of the sale, discovers that 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, the trustee may be cured by paying the sums secured by the trust deed; if the default consists of the failure to pay, the entire sum due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance of the obligation or obligation or trust deed. The costs of curing the default or defaults, including the costs of enforcing the cure shall pay to the beneficiary all costs of curing the default or defaults, including the costs of enforcing the cure, and expenses actually incurred in enforcing the obligation of the trust deed. The costs of curing the default or defaults shall not exceed the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees to be paid by the beneficiary.

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 said time and place, and shall deliver to the purchaser the deed required by law conveying the same. The trustee may sell, but without any covenant or warranty, express or implied. 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 purchaser, who is present at the sale shall be deemed to have accepted the terms of 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 for attorney, (2) to the obligation secured by the trust deed (3) to all persons having recorded liens against the interest of the trustee in the trust deed and (4) to the 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 re-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 in 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 in trust or of any action or proceeding in which grantor, beneficiary or trustor is 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 insurance company, or a person or company 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.

3324

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.

RONALD L. LYNCH
ANDREA G. LYNCH

Notary Public for Oregon
My commission expires: 3-22-93

RONALD L. LYNCH
ANDREA G. LYNCH

Notary Public for Oregon
My commission expires: 3-22-93

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on July 11, 1989 by RONALD L. LYNCH and ANDREA G. LYNCH
Notary Public for Oregon
My commission expires: 3-22-93

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on July 11, 1989 by RONALD L. LYNCH and ANDREA G. LYNCH
Notary Public for Oregon
My commission expires: 3-22-93

REQUEST FOR FULL RECONVEYANCE

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: July 11, 1989

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)
STEVEN HERS LAW PUB. CO. PORTLAND, OREGON

GRANTOR: RONALD L. LYNCH, ANDREA G. LYNCH
BENEFICIARY: ROBERT A. OVERTON, SHERRY D. OVERTON

STATE OF OREGON, County of Klamath
I certify that the within instrument was received for record on the 21st day of July, 1989, at 12:19 o'clock P.M., and recorded in book/reel/volume No. M89 on page 13356 or as fee/file/instrument/microfilm/reception No. 2866. Record of Mortgages of said County.

Witness my hand and seal of County attixed.
Evelyn Biehn, County Clerk
By: [Signature] Deputy

15021 DEED Fee \$13.00