

3322

TRUST DEED

Vol 89 Page 14102

DETERMINATION

27th day of July

PASADENA STEPHEN CORONA CYCLE 1089 between

GENEVA L ROECKMAN AND LISA M BOBARE

beneficiary.

WITNESSETH

WITNESSETH.

Grantor irrevocable

County, Oregon, described as

Lot 8, Block 22, Third Addition River Pine Estates, according to the official plat thereof on file in the office of the County Clerk.

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 Five thousand Two Hundred Fifty and No/100
(\$5,252.00) Dollars, with interest thereon according to the terms of a promissory
 note made by the grantor for the final payment of principal and interest hereof, if

not sooner paid, to be due and payable per note 19

The date of maturity of the debt secured by this instrument is the date, which date becomes due and payable.

mes due and payable.

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 encroachment 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 therefor.

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 a court, and without regard to the adequacy of any security loaned, repossess, enter upon and take possession of said property.

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

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 hazards as the beneficiary may from time to time require, in

[illegible]

12. Upon demand by grantor in payment of any indebtedness secured by this instrument or in satisfaction of any agreement hereunder, time being of the essence, grantor shall cause to be paid to beneficiary the sum of \$_____.

I hereby declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed.

any part thereof, may be released or waived by the beneficiary in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage and sale, or may direct the trustee to pursue any other right, remedy, either at law or in equity, which the beneficiary may have. In the event of a default by the borrower, the trustee shall execute and cause to be recorded a notice of default and sale.

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 the beneficiary of the trust, and to the satisfaction of any taxes, assessments, levies or other charges that may be levied or assessed upon or against said property, the beneficiary of the trust shall, at the time and place of sale, give notice thereof as then required by law a

to beneficiary; should the grantor fail to make payments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to pay, beneficiary may, at its option, make payment thereof.

[illegible]

trust deed, without waiver of any rights arising from said deed or covenants hereof, and for such payments, with interest as aforesaid; the proportion amount due at the time of the cure other than such portion as was not then due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the deed, and curing the default.

same extent that they are both the obligor and the obligee of the trust, the obligation or trust, deed. In any case, in addition to curing the obligation or trust, deed, the person electing the cure shall pay to the beneficiary all costs, expenses, and attorney's fees not exceeding the amounts provided in the trust deed actually incurred in enforcing the obligation of the trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred during its term; this obligation and trustee's and attorney's

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of 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 this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the

amount of attorney's fees mentioned in this paragraph shall be paid by the grantor to the attorney for the grantor and beneficiary, or by the grantor and beneficiary to the attorney for the grantor and beneficiary, as the court may determine. If the grantor and beneficiary are unable to agree on the amount of attorney's fees mentioned in this paragraph, the court shall determine the amount of attorney's fees mentioned in this paragraph. The grantor and beneficiary, or the grantor and beneficiary to the attorney for the grantor and beneficiary, as the court may determine, shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the expenses of the trustee, and (3) the expenses of the attorney for the grantor and beneficiary, and a reasonable charge by the trustee for the trustee's services.

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 monies payable therefor shall be paid to the beneficiary in cash or in such other form as the beneficiary may elect, and in full or in such installments as the beneficiary may elect, and the grantor shall be bound to execute such documents as may be required to carry out the foregoing provisions of this article.

[illegible]

applied by it first upon the principal, and the balance applied upon any trustee's death or disability, to be paid to the trustee or trustees named in the mortgage, and substitution shall be made by written instrument executed by beneficiary or beneficiaries, and recorded in the mortgage records of the county or counties in which the property is situated, 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.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not to be bound by any pending sale under any other deed.

(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 insurance 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 as an agent licensed under ORS 696.505 to 696.510, or a title abstracting company licensed under ORS 696.515 to 696.520.

[illegible]

NOTICE: In this deed, the grantor has acknowledged that he is the owner of the property described herein, and that he is not subject to any other liens or encumbrances. The grantor warrants that the property is free from all other liens and encumbrances, except as may be shown on the record.

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 acknowledgment opposite.

STATE OF OREGON

County of Deschutes

This instrument was acknowledged before me on July 29, 1987, by Geneva I. Boeckman and Lisa M. Robare.

Geneva I. Boeckman
Lisa M. Robare

STATE OF OREGON

County of Deschutes

This instrument was acknowledged before me on July 29, 1987, by Geneva I. Boeckman and Lisa M. Robare.

[Signature] Notary Public for Oregon
 My commission expires Oct 22, 1990

[Signature] Notary Public for Oregon
 My commission expires Oct 22, 1990

REQUEST FOR FULL RECONVEYANCE
 To be used only when obligations have been paid.
 1982-10-16

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: July 29, 1987, 1987

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. 881-100K 83) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		LIT TO THE OFFICE OF THE STATE OF OREGON , for RECONVEYANCE, being Deschutes County of Deschutes .	
Grantor <u>Geneva I. Boeckman / et al</u>		I certify that the within instrument was received for record on the <u>1st</u> day of <u>Aug</u> , 19 <u>89</u> , at <u>11:51</u> o'clock <u>A.M.</u> , and recorded in book/reel/volume No. <u>M89</u> on page <u>14102</u> or as fee/file/instrument/microfilm/reception No. <u>3322</u> , Record of Mortgages of said County.	
Beneficiary <u>Betty Ahern</u> <u>52427 River Pine Dr. CONDA L</u> <u>La Pine, Or. 97739</u>		Witness my hand and seal of County affixed. <u>Evelyn Biehn, County Clerk</u>	
AFTER RECORDING RETURN TO Betty Ahern		Fee <u>\$13.00</u>	