

**3800**

## TRUST DEED

Vol m89 Page 14939

**THIS TRUST DEED**, made this 8th day of August, 1989, between  
JOHN T. DOHALLOW & SYLVIA J. DOHALLOW, husband and wife

as Grantor, Mountain Title Company of Klamath County

as Trustee, and

VIVIAN D. FOLEY

as Beneficiary.

**WITNESSETH:**

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

see attached

14024 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.

tion with said real estate. **FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein contained and payment of the sum of **EIGHT THOUSAND AND NO/100**\*\*\*\*\*

\*\*\*\*\* sum of EIGHT THOUSAND AND NO/100 \*\*\*\*\* 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 as per term of 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 destroyed, damaged or destroyed in whole or in part here 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, to 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, and for the most part all searches made by the beneficiary or its officers or searching agencies may be deemed desirable by the beneficiary or its officers or searching agencies.

beneficiary, shall provide and continuously maintain insurance on the building 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 an amount not less than \$ \_\_\_\_\_, written in \_\_\_\_\_, by \_\_\_\_\_, companies acceptable to the beneficiary, with loss payable to the latter; all such policies of insurance shall be delivered to the beneficiary as soon as insured, and if the grantor shall fail, or any reason to procure any such insurance, shall deliver said policies to the beneficiary at the time prior to the expiration of any policy of insurance then in force, or hereafter placed on said buildings, the beneficiary shall procure the same at grantor's expense. The amount of insurance collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may 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

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 said property, before any payment of assessment and other charges shall be due, the grantor, at its option, may pay, tender or deliver to the beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary shall pay, at its option, such payment thereof and the interest thereon, at the rate set forth in the note, secured by the property 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 thereon, the beneficiary herebefore described, and its assigns, shall be bound to tender and pay, together with the obligations described, and all such payments shall be immediately due and payable, without notice, and the nonpayment thereof shall, at the option of the beneficiary herebefore described, render all sums secured by this trust deed immediately due and payable, and the beneficiary herebefore described shall be entitled to foreclose on the property

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 in connection with or in enforcing this obligation and trustee's and attorney fees actually incurred.

lees actually incurred. In and defend any action or proceeding supporting the action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay the expenses of the trustee's attorney's fees; the costs of the trustee's 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, grantor further agrees to pay such amount as the court may fix as reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

**It is mutually agreed that:**

18. In the event that any portion or all of said property shall be taken under the right of eminent domain, beneficiary shall have the right, if it so elects, 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 incurred by beneficiary in securing such compensation, be paid to beneficiary and not by it, upon any 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 indebtedness secured hereby; and grantor agrees to execute any necessary documents and execute such instruments as may be required by beneficiary 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 and 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

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 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 a court, and without regard to any rights of security, foreclose, foreclose, 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, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may deem proper.

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.

purport to amend the foregoing instrument, is hereby declared null and void.

**WFF12:** Upon default by grantor in payment of any indebtedness secured hereby or non-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 an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose by any other right or remedy, either at law or in equity, and if 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, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law. **WFF 121 in 86-785-1**

In the manner provided in ORS 86.753 to 86.795, the trustee shall give notice of the foreclosure by advertisement and public sale. After the trustee has complied before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, the trustee shall accept payment of the sums secured by the trust deed, the sums secured by the mortgage, and the sums secured by the note, and the sums so paid shall be applied to curing the default or defaults. If the default or defaults are cured other than such portion as would have been applied to curing the default or defaults, the trustee shall not then be deemed to have a default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed, and the sums so tendered shall be applied to curing the obligation or trust deed. The costs of enforcing the obligation or trust deed, together with the costs of enforcing the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee's and attorney's fees not exceeding the amounts provided in ORS 86.753 to 86.795.

by law. 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 trustee shall execute a deed of sale in the name of the trust for the purchaser its deed in form as required by law conveying the property so sold, 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 of the same. Any person, other than the trustee, but including the beneficiary, may purchase at the sale.

the grantor and beneficiary, may purchase the interest.

15. When trustee shall pursuant to the powers provided herein, trust 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's attorney, (2) to the obligation assumed by the trust deed, (3) to all persons having claims against the estate of the decedent, (4) to the satisfaction of all liens subsequent to the interest of the trustee in the trust property, (5) to the satisfaction of all claims against the estate of the decedent, their interests may appear in the order of their priority and (4) to the balance of the proceeds of sale to the surviving spouse or to the children, 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 trust 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. Each such appointment and substitution shall be made by written 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.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is 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 trust 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 in 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. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, part of signed instrument or instrument and use the form of acknowledgement opposite.)

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on August 11, 1989, by:

John T. Dohallow & Sylvia J. Dohallow

Notary Public for Oregon

My commission expires: 6-16-92

John T. Dohallow  
Sylvia J. Dohallow

This instrument was acknowledged before me on August 11, 1989, by:

John T. Dohallow & Sylvia J. Dohallow

Notary Public for Oregon

My commission expires: 6-16-92

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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: August 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) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor: Dohallow, 6491 Wocus RD, Klamath Falls, OR 97601

Beneficiary: Foley, 6517 Wocus RD, Klamath Falls, OR 97601

AFTER RECORDING RETURN TO: MTC, 222 South Sixth Street, Klamath Falls, OR 97601

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 11 day of August, 1989, at 10:00 o'clock A.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: 21651

EXHIBIT "A"  
LEGAL DESCRIPTION

A tract of land situated in the NE1/4 NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin on the East Line of said NE1/4 NW1/4 from which the Southeast Corner of said NE1/4 NW1/4 lies southerly 727.53 feet; thence South 89 degrees 56' 41" West, 448.76 feet to a 5/8" iron pin on the East line of Wocus Road; thence southerly on the East Line of said Wocus Road on the arc of a 208.73 foot radius curve to the left, 39.78 feet; thence South 12 degrees 49' 18" East on the East Line of said Wocus Road, 167.56 feet to a 5/8" iron pin; thence North 89 degrees 56' 41" East, 406.94 feet to a 5/8" iron pin on the East Line of said NE1/4 NW1/4; thence North 00 degrees 07' 47" West on last said East Line, 202.82 feet to the point of beginning.

Tax Account No: 3809 007B0 00100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 11th day  
of Aug. A.D., 19 89 at 4:12 o'clock P. M., and duly recorded in Vol. M89,  
of Mortgages on Page 14939.

Evelyn Biehn County Clerk

By Lauren Muller

FEE \$18.00