

7605

TRUST DEED

THIS TRUST DEED, made this 6th day of November, 1989, between
RONALD E. SCOTT AND JEAN D. SCOTT, HUSBAND AND WIFE,

as Grantor, ASPEN TITLE & ESCROW, INC., as Trustee, and
INITIAL TRUSTEE OF THE VILLA MARIE LAVERNE TRUST DATED 8-11-87
VILLA MARIE LAVERNE

Beneficiary

WITNESSETH

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 Exhibit "A."

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: Fifty Five 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

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 not sooner paid, to be due and payable at maturity of Note, 19.....

...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; and not to 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 or destroyed by fire, flood, wind, or other cause, and to pay 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 listing 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

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 an amount not less than \$ insurable value , written in and payable to the beneficiary, to the beneficiary as soon as insured policies of insurance shall be delivered to the beneficiary and to cause the grantor shall fail, or any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied to the beneficiary's indebtedness secured hereby and, in such amount 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 cure or waive any default or notice of default hereunder or invalidate any

any part thereof, nor shall any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 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 beneficiary; also to grant the grantor full to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor and other payments, interest or premiums, or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, set forth in the note secured hereby, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be receiver of any rights arising from breach of any of the provisions hereof, and for such payments, with interest, as also the principal amount hereof, and all such payments shall be immediately due and payable without notice, and the nonpayment hereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and

6. To pay all costs, fees and expenses of this trust including the costs of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation on 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 beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, in excess of any suit for the foreclosure of this deed, to pay all costs and expenses, including the evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 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 sum as the appellate court shall adjudicate reasonable as the beneficiary's or trustee's attorney's fees in such appeal.

It is mutually agreed that

[illegible]

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 above shall be less than \$5.

[illegible]

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

12. Upon default by grantor in payment of any indebtedness secured hereby 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 an event the beneficiary at his election may direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event advertisement and sale, or direct foreclosure by advertisement and sale, the beneficiary or the beneficiaries shall execute and cause to be recorded here and there the obligation of the trustee and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall proceed to foreclose this trust deed notice thereof as then required by law. \$66,735 to \$67,795.

13. After the trustee has received foreclosure by advertisement and sale, and at any time prior to 60 days before the date the trustee conducts such 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 when due, the sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of default or other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required by the default or obligation or defaults. In any case, in addition to curing the default or defaults, the person electing the cure shall pay the beneficiary all costs and expenses actually incurred in enforcement of the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided

[illegible]

15. When trustee of said trust pays (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee for the sale, (2) the obligation secured by the trust deed, (3) all taxes and having recorded liens subsequent to the interest of the grantor in the trust deed as their interests may appear in the records of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, the amount so paid by the trustee to the grantor or his successor or successors shall constitute the entire consideration for the sale of the property.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor named herein, and any such appointment shall be in full and complete conveyance to the successor under. Upon such appointment, and in addition to all title, powers and duties conferred upon the latter shall be named or appointed hereunder, each such appointment shall be in full and complete conveyance to the successor as beneficiary. Any such appointment shall be made by written instrument, executed by the 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 or successors to the trust.

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 of trust or of any action or proceeding in which grantor, beneficiary or trustee is or may 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. 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 October 6, 1989, by

RONALD E. SCOTT
JEAN D. SCOTT

Barbara Y. Addington
Notary Public for Oregon

(SEAL) My commission expires: 3-22-93

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. 981)

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

Grantor
Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO:

Aspen Title
Attn: Collection Dept

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

EXHIBIT "A"

A parcel of land situated in the NE 1/4 SW 1/4 of Section 30, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point 1558.5 feet Northerly along the North-South Centerline of said Section 30 from the County Brass Cap Monument on the South quarter corner of said Section 30; thence South 89 degrees 54' West a distance of 326 feet to a point; thence North 0 degrees 06' West 986 feet to the South high water line of Lost River; thence Westerly along the South high water line of Lost River to the West line of the NE 1/4 SW 1/4; thence South along the West line of the E 1/2 W 1/2 to the South boundary line of said Section 30; thence East along said South section line to the Westerly right of way line of Harpold Road; thence Northerly along said Westerly right of way line of Harpold Road to a point North 89 degrees 54' East 363 feet from the point of beginning; thence South 89 degrees 54' West 363 feet, more or less to the point of beginning.

CODE 233 & 236 MAP 3911-3000 TL 1600

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 8th day
of Nov. A.D., 19 89 at 10:47 o'clock A.M., and duly recorded in Vol. M89,
of Mortgages on Page 21613.

FEE \$18.00

Evelyn Biehn - County Clerk

By Paulene Mullendore