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TRUST DEED

Vol. 789 Page 24895

Trust Deed made this _____ day of October, 1989, and effective January 1, 1989, between NORDBY & RAPER, INC., an Oregon Corporation, as Grantor, and ROBERT H. NORDBY and JOHANNE M. NORDBY, husband and wife, and CLARENCE D. RAPER and JEANICE E. RAPER, husband and wife, as Beneficiary, and BEND TITLE COMPANY, as Trustee.

Grantor conveys to Trustee in trust with the power of sale the following described property which is not currently used for agricultural, timber or grazing purposes in Klamath County, Oregon:

PARCEL NO. 1: Lots 4, 5 and 6 in Block 5 of CHEMULT, Oregon, according to the duly recorded plat thereof on file in the records of Klamath County, Oregon. Also, beginning at a point on the South Line of Third Street, produced, 20 feet Southwesterly along said line from the most Westerly corner of Lot 6 in Block 5 of CHEMULT, Oregon; thence continuing Southwesterly along said Southerly line of Third Street, produced, a distance of 175 feet, more or less, to the West line of the NW1/4 of SW1/4 of Section 21, Township 27, S.R. 8 E.W.M.; thence South, along the West line of said NW1/4 of SW1/4 a distance of 325 feet, more or less to a point on the Northerly line of Second Street, produced; thence Northeasterly along the said North line of Second Street, produced, 260 feet, more or less, to a point 20 feet Southwesterly along said line, from the most Southerly corner of Lot 1 of said Block 5, thence Northwesterly parallel to the Westerly line of said Block 5, a distance of 300 feet, more or less, to the point of beginning; aka Tax Acc No. 2708-21CB-1400

PARCEL NO. 2: A portion of the NW1/4SW1/4 of Section 21, Township 37, South Range 8 E.W.M., more particularly described as follows:

Beginning at the Southwest corner of Block 5, CHEMULT, Oregon, thence North 19°20' West along the Westerly boundary of said Block 5, 300 feet to a point; thence Southwesterly parallel with the Southerly

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Gray Fancher Holmes Hurley Bryant & Lovlien
Attorneys At Law

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boundary of said Block 5 extended Southwesterly, 20 feet to a point; thence South 19°20' East 300 feet to a point; thence Northeasterly 20 feet to the point of beginning; aka Tax Acc No. 2708-21CB-1200 and 2708-21CB-1300

This Trust Deed is for the purpose of securing performance of a four promissory notes of even date executed by Grantor and payable to each Beneficiary.

Grantor agrees:

(1) To protect, preserve and maintain said property in good condition and repair and not to commit or permit any waste of said property.

(2) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

(3) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said property before the same become past due or delinquent. Beneficiary, at their option, may pay such items when the same become delinquent and the amount so paid shall be added to the principal owing under the promissory note above described at the same rate of interest and with costs for collection.

(4) To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement, including the costs of title search and other costs and expenses incurred in connection with or enforcing this obligation, including attorneys' fees.

(5) Upon default by Grantor of any provision of this agreement Beneficiary may declare all sums secured hereby to be immediately due and payable.

(6) To maintain adequate fire insurance coverage on improvements on the said property, with Beneficiary as a loss payee to the extent of their interest.

Grantor is the owner of the above described property free and clear of any encumbrances, except those above described and will warrant and defend the same against all persons.

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

NORDBY & RAPER, INC.

By

Robert H. Nordby Pres.

By

STATE OF OREGON, County of Deschutes, ss:

¹⁵⁴ The foregoing instrument was acknowledged before me this day of ~~October~~ ^{October}, 1989, by ROBERT H. NORDBY as President and CLARENCE D. RAPER, as Secretary of NORDBY & RAPER, INC.

Sheila R. Bryan

Notary Public for Oregon

My Commission Expires 9/20/93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gray, Fancher, Holmes, Hurley, Bryant & Lovlien the 27th day of December A.D., 19 89 at 10:13 o'clock A M., and duly recorded in Vol. M89 of Mortgages on Page 24895

FEE \$18.00

Evelyn Baehn

County Clerk

By

Barbara D. Ditsch

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