

11273

K-41913

TRUST DEED

Vol. M90 Page 2859

THIS TRUST DEED made this

NINTH

day of February

1990

between

as Grantor, Klamath County Title Company
Forest Products Federal Credit Union

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 Exhibit "A" Attached Hereto and by this Reference made a part hereof.

LK021 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ***One Hundred Forty Four 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 not sooner paid, to be due and payable at maturity.

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.

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 or 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, 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, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 companies acceptable to the beneficiary, with loss payable to the latter; all of the insurance shall be delivered to the beneficiary as soon as insured; 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, collected under any fire or other insurance policy may be applied by beneficiary upon any fire or other insurance policy may be applied by beneficiary to 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 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; should the grantor fail to make payment of any taxes, assessments, insurance, premiums, liens or other charges payable by grantor, either make such payment or by providing beneficiary with funds with which to pay the amount so paid, 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 herebefore described, as well as the grantor shall be bound to the same extent, that they are, bound for the payment of the obligation herein out notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this 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 in connection with or in enforcing this obligation and 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, 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 7 in all cases shall be decreed by the trial court and in the event of an appeal from any judgment or decree of the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees 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 or condemnation, 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 necessarily paid or applied by grantor in such proceedings, shall be paid to beneficiary and 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, at its own expense, to take such actions and execute such instruments as 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 for endorsement (in case of full reconveyance, 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 trustee 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 by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said premises 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 determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of sale of other property, and the application or awards for or against any taking or damage of the property, and the application or awards for or against any taking or damage of the property, shall not cure or waive any default or notice of default hereunder or invalidate any act done or suffered pursuant to such notice.

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 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 by advertisement and sale, or may direct the trustee to foreclose this trust deed by remedy, either at law or in equity, which the beneficiary may have. In the event 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, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as 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 under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting 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 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 for cash, payable at the time of sale. Trustee shall deliver to 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 thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at 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 having recorded this deed; (2) to the obligation secured by the trust deed, (3) to the obligation secured by the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the 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 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 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 of trust or of any action or proceeding in which grantor, beneficiary or trustee 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 or 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.

90 FEB 12 PM 2 55

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.

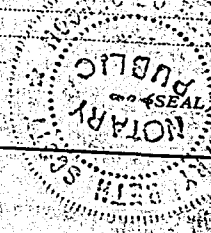
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

*** 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.

Robert E. Cheyne
 Robert E. Cheyne, President Shield Crest, Inc.

STATE OF OREGON
 County of Klamath
 This instrument was acknowledged before me on 09 Feb 90
 1990, by Robert E. Cheyne
 as President
 of Shield Crest, Inc.

Mary Beth Lutz
 Notary Public for Oregon
 My commission expires: 10-5-90



(SEAL) Notary Public for Oregon
 My commission expires:

REQUEST FOR FULL RECONVEYANCE
 To be used only when obligations have been paid.
TO: 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: 09 Feb 90, 1990

 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. 881-1)
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO: Forest Products Federal Credit Union
 Grantor
 FORGET GRIMMERS FEDERAL CREDIT UNION
 1000 N. KIMMEL CIRCLE, LITE
 Beneficiary

AFTER RECORDING RETURN TO
 Forest Products Federal Credit Union
 P.O. Box 1179
 Klamath Falls, OR 97601

STATE OF OREGON,
 County of Klamath
 I certify that the within instrument was received for record on the 09 Feb 90 day of February, 1990, at 10 o'clock AM, 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 Mary Beth Lutz Deputy

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Section line between Sections 7 and 8, Township 39 South, Range 10 East of the Willamette Meridian, which is 15 feet South of the Section corner common to Sections 5, 6, 7 and 8 of said Township and Range, said section corner marked by an iron axle; thence South 26°39' East 653.7 feet more or less to a 5/8 inch iron pin on the Easterly line of that tract of land described in Volume 318 page 686, Deed records of Klamath County, Oregon; thence North 89°32'50" West 627.51 feet to a 5/8 inch iron pin; thence South 00°24'21" West 56.00 feet to a 5/8 inch iron pin; thence North 87°39'31" West 584.94 feet to a 5/8 inch iron pin; thence continuing North 87°39'31" West 442.70 feet to a 5/8 inch iron pin on the Easterly right of way line of Booth Road; thence continuing North 87°39'31" West 30 feet, more or less to the West line of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7, which line is also the East line of Junction Acres; thence Northerly along said West line of E $\frac{1}{4}$ NE $\frac{1}{4}$ to a stone monument marking the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence East along the North line of said Section 7, 1,319.1 feet, more or less to a point which is 7.5 feet West of the said Section corner common to Sections 5, 6, 7 and 8; thence South 26° 39' East 16.7 feet more or less to the point of beginning.

EXCEPTING THEREFROM a strip of land 30 feet in width along the North and West boundaries conveyed to Klamath County, Oregon, by Deed recorded September 18, 1961, in Volume 332 page 287, Deed records of Klamath County, Oregon; ALSO EXCEPTING a strip of land 15 feet in width for a drain ditch easement or right of way conveyed to Enterprise Irrigation District, by Deed recorded April 14, 1966, in Volume M66 page 3263, Deed records of Klamath County, Oregon, the centerline being described as follows:

Beginning at a point on the North line of said Section 7, said point being Easterly a distance of 795 feet, more or less, from the Northwest corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 7, said point being 7 $\frac{1}{2}$ feet Easterly of the Northerly extension of the Pacific Power and Light Company pole line that runs Northerly across the property of Dr. W. F. Dean, from the Klamath Falls-Lakeview Highway; thence Southerly 7 $\frac{1}{2}$ feet Easterly of and parallel to said pole line and the Northerly extension of said pole line to the North right of way line of the Klamath Falls-Lakeview Highway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 12th day
of Feb. A.D., 19 90 at 2:55 o'clock P.M., and duly recorded in Vol. M90,
of Mortgages on Page 2859
FEE \$18.00 Evelyn Biehn, County Clerk
By Pauline M. Muelhahn