

11531

TRUST DEED

Vol. 1992 Page 3298

THIS TRUST DEED, made this 24th day of January, 1990, between Timothy G. Engquist

as Grantor, Mountain Title Company of Klamath County, as Trustee; and S. Kae Conway 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 legal description made a part herein.

LK02L 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 THIRTEEN THOUSAND FIVE HUNDRED 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 as per terms 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 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 an amount not less than \$ insurable value

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 by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and 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 and conditions 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 act done pursuant to such notice.

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 defend and in 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 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 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 and expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first 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, 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 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 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 property 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 determine.

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.

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 advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which 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, 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 other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, 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 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 under the obligation secured. 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 the 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's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, 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 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, 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 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, 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 696.595.

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 the purchase, construction, improvement, maintenance or repair of real property owned or to be owned by the grantor or for the refinancing of a loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor.~~ XXXXX

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 acknowledgement opposite.)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on January 27, 1990 by

Timothy G. Engquest

Notary Public for Oregon

My commission expires 11-22-91

Notary Public for Oregon

My commission expires 11-22-91

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on January 27, 1990 by

Timothy G. Engquest

Notary Public for Oregon

My commission expires 11-22-91

Notary Public for Oregon

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My commission expires 11-22-91

TRUST DEED

(FORM No. 881)

STEVENS-NESS, LAW, PUBL. CO., PORTLAND, ORE. 97208

Timothy G. Engquest
3333 Sunrise Blvd, Suite E
Rancho Cordova, CA 95670

Grantor

S. Kae Conway
2288 Northgate Ave, NE
Salem, OR 97303

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY
222 South Sixth
Klamath Falls, OR 97601

STATE OF OREGON,
County of Klamath

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/instru-

ment/microfilm/reception No. _____

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

NAME TITLE

By _____ Deputy

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.

OR WAGE & EMPLOYMENT

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All the following described real property situate in Klamath County, Oregon:

That portion of TRACT 48 OF PLEASANT HOME TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at the Northeast corner of said Tract 48; thence South along the Easterly line of said Tract 48 a distance of 55 feet; thence West, parallel to the North line of said Tract 48, to the Westerly line of said Tract 48; thence Northerly along said Westerly line to the Northwest corner of said Tract 48; thence Easterly along said Northerly line a distance of 144.3 feet, more or less, to the point of beginning.

Tax Account No: 3909 002BA 05700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day
of Feb. A.D., 19 90 at 9:35 o'clock A M., and duly recorded in Vol. M90
of Mortgages on Page 3298

Evelyn Biehn County Clerk

By Pauline Muelendore

FEE \$18.00

21038

I.D. TAG NO.

153

Local File Number

OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN RESOURCES

Vital Records Unit

CERTIFICATE OF DEATH

136-

State File Number

DECEDENT

1

2

3

4

5

6

PARENTS

7

DISPOSITION

8

9

CERTIFIER

10

11

12

CAUSE OF DEATH

13

14

15

REGISTRAR

16

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1. DECEDENT'S NAME First: <u>Grady</u> Middle: <u>Gale</u> Last: <u>DAWKINS</u>		2. SEX <u>M</u>	3. DATE OF DEATH (Month, Day, Year) <u>April 19, 1988</u>
4. SOCIAL SECURITY NUMBER <u>541-74-0081</u>		5a. AGE - Last Birthday (Years) <u>32</u>	5b. UNDER 1 YEAR Mos. Days Hours Mins.
6. BIRTHPLACE (City and State or Foreign) <u>Klamath Falls, Ore.</u>		7. DATE OF BIRTH (Month, Day, Year) <u>October 13, 1955</u>	
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
9a. PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> Other <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Residence <input type="checkbox"/> Other (Specify):			
9b. FACILITY NAME (If not institution, give street and number) <u>Merle West Medical Center</u>		9c. CITY, TOWN, OR LOCATION OF DEATH <u>Klamath Falls</u>	
9d. COUNTY OF DEATH <u>Klamath</u>			
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) <u>Automobile Body & Paint Repair</u>		10b. KIND OF BUSINESS/INDUSTRY <u>Automobile Repair</u>	
11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) <u>Married</u>		12. SPOUSE (If Married, Widowed) <u>Lana J.</u>	
13a. RESIDENCE - STATE <u>Oregon</u>		13b. COUNTY <u>Klamath</u>	
13c. CITY, TOWN, OR LOCATION <u>Klamath Falls</u>		13d. STREET AND NUMBER <u>4321 Highland Way</u>	
13e. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13f. ZIP CODE <u>97603</u>	
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Specify:		15. RACE American Indian, Black, White, etc. (Specify) <u>White</u>	
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (1-4 or 5+) <u>2</u>			
17. FATHER - NAME first middle last <u>Bob J. Dawkins</u>		18. MOTHER - NAME first middle maiden <u>Grace L. McCormick</u>	
19. INFORMANT - NAME and relationship to deceased <u>Lana J. Dawkins, wife</u>			
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <u>Eternal Hills Mem. Gardens</u>	
20c. LOCATION - City or Town, State <u>Klamath Falls, Oregon</u>			
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <u>[Signature]</u>		21b. LICENSE NUMBER (Of Licensee) <u>3287</u>	
22. NAME, ADDRESS AND ZIP OF FACILITY <u>O'Hair's Funeral Chapel 97601</u> <u>515 Pine St., Klamath Falls, Ore.</u>			
23. TIME OF DEATH <u>3:45 P.</u>			
24. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
25. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) stated. (Signature) <u>Byron T. Sagunsky M.D.</u>			
26. DATE SIGNED (Month, Day, Year) <u>April 21, 1988</u>			
27. NAME, ADDRESS AND ZIP OF CERTIFIER/MEDICAL EXAMINER (Type or Print) <u>Byron T. Sagunsky M.D. 2300 Clairmont Street, Klamath Falls, Oregon 97601</u>			
28. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			
32. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.) PART I (a) <u>Metastatic Lung Carcinoma</u> Interval between onset and death <u>= 1 yr.</u> DUE TO, OR AS A CONSEQUENCE OF: (b) _____ Interval between onset and death _____ (c) _____ Interval between onset and death _____ PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) <u>Lung metastatic bleeding</u>			
33. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 34. If YES were findings considered in determining cause of death?			
35. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide			
36a. DATE OF INJURY (Month, Day, Year)			
36b. TIME OF INJURY			
36c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
36d. DESCRIBE HOW INJURY OCCURRED			
36e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)			
36f. LOCATION (Street and Number or Rural Route Number, City or Town, State)			
37. REGISTRAR'S SIGNATURE <u>[Signature]</u>		38. DATE FILED (Month, Day, Year) <u>APR 21 1988</u>	
39. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A			
40. WAS GIFT MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A			
RESERVED FOR REGISTRAR'S USE			

ORIGINAL - VITAL STATISTICS COPY

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

APR 21 1988

DATE ISSUED

Return to:
Lana Watson Dawkins
5112 Bryant City
Marian Ackerman 97603
MARIAN ACKERMAN
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 21st day
of Feb. A.D., 19 90 at 11:04 o'clock AM., and duly recorded in Vol. M90
of Deeds on Page 3301
Evelyn Biehn County Clerk
By Pauline Mulenday

FEE \$8.00