

11652

TRUST DEED

Vol. M90 Page 3475

THIS TRUST DEED, made this 29th day of January, 1990 between
RICKIE S. NUNES AND CONNIE NUNES, Husband and Wife
as Grantor, ASPEN TITLE & ESCROW, INC.
MELVIN W. RAMOS

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

Lot 2, Block 8, ORIGINAL TRACT, KLAMATH RIVER ACRES OF OREGON, LTD., in the County of Klamath, State of Oregon.

CODE 97 MAP 3908-3180 TL 9700

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 NINE THOUSAND NINE HUNDRED & NO/100 (\$9,900.00) DOLLARS, with interest thereon note of even date herewith, payable to beneficiary or order and made by grantor

not sooner paid, to be due and payable February 1, 1968.

The date of maturity of this note is February 1, 1968.

The date of maturity of the debt secured by this instrument is, February 9, 1995, 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, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the date of payment of the same, shall become immediately due and payable.

1. To protect the security of this trust deed, grantor agrees: 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 manner any building or improvement which has been destroyed thereon, and new improvements which may be made thereon.

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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 money payable as compensation for such taking, which are in the portion of the money payable incurred by reasonable costs, expenses and attorney's fees necessarily paid or applied by it or grantor in such proceedings, shall be paid to beneficiary and be held in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied or incurred by beneficiary, and execute the instruments as, at its own expense, to take such action, compensation, promptly on beneficiary's request.

9. At any time and from time to time, beneficiary shall have the right to demand, and shall be necessary in obtaining such action, payment of its costs, expenses and attorney's fees.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and expenses of this deed and the note for enforcement (in case of any reconveyances, for cancellation), without 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 any deed, mortgage or other instrument relating to said property; (c) execute or savings or loan association; (d) provide that the trustee has no interest in property of this trust.

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or any "legally" entitled "he, she, or it," and the recital herein of any person or persons as "grantee" or "grantees" shall be conclusively proof of the truthfulness of any matter or fact so stated in the deed, and the trustee's fees for any of the foregoing shall not be less than \$5.00 per copy of any deed or instrument, and the grantor hereunder shall be bound to pay the same at the time without a call, either in cash or by check.

[illegible]

11. The herein secured hereby, and in such order as bene-
collection of such rents, issues and profits, or the proceeds of said property, the
insurance, policies of compensation or awards, or the proceeds of fire and other
waiver, default or notice of default hereunder, shall, not be
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 shall declare all sums secured hereunder, immediately due and payable, the beneficiary may in equity as a mortgage or direct the trustee to foreclose such debt. In such an event the beneficiary either at law or in equity, which the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the trustee shall execute and cause by advertisement to be recorded his written notice thereof to sell the said described real property to satisfy the obligation secured hereby thereupon the trustee shall fix the time and place of sale of the property in the manner provided by law and the beneficiary shall be bound to accept the price of sale of the property so sold, shall not cure or invalidate any act done or omitted by the trustee in the exercise of the powers herein conferred upon him.

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 default or default sale, the default consists of a failure to pay, or cure due, or not then be due had no default occurred, the cure other than by paying the obligation or trust debt, in any case, the performance required under the deed, the person effecting in the cure shall pay, in addition to the default or expenses actually incurred in enforcing the obligation to the beneficiary all costs together with trustee's and attorney's fees not exceeding the value of the property by law.

14. Otherwise, the

[illegible]

16. Beneficiary may from time to time, at the discretion of the trustee, but including the proceeds of sale to the powers provided herein, trustee, (2) to the obligation secured by a reasonable mortgage by deed, (3) to the interest of the trust deed, (4) to all persons having recorded liens subsequent to the interest of the trustee in the trust surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

17. Trustee. The trustee may from time to time appoint a successor or successors to any trustee named herein or to any trust or interest entitled to such under. Upon such appointment, and without conveyance to a successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named, and with all title, powers and duties conferred here- and substitution shall be made by all title, powers and duties conferred which, when recorded, in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of the appointment of the successor trustee. The mortgage records of the county or counties in which the property is situated, shall be conclusive proof of the appointment of the successor trustee.

acknowledged, Trustee accepts this trust when the trustee, or co-trustees in
obligated is made a public record as provided by law, Trustee is not
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,
or Trustee or active or inactive member of the Oregon State Bar, or
money, who is an active member of the Oregon State Bar, or
or the United States, a title, or any other interest in real property.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either (a) 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, or (b) a person who is duly appointed as trustee of the trust when this deed, duly executed and recorded, 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.

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.)
I, RICKIE S. NUNES, of the County of Santa Clara, State of California, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears to me.

This instrument was acknowledged before me on February 12, 1990, by RICKIE S. NUNES and CONNIE NUNES.

(SEAL)

My commission expires Oct. 30, 1992.
OFFICIAL SEAL
J. D. WHITE
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
MY COMMISSION EXP. OCT. 30, 1992

Notary Public for Oregon

STATE OF OREGON

County of Clatsop

This instrument was acknowledged before me on 19, by RICKIE S. NUNES and CONNIE NUNES.

as Grantors

of Clatsop

Notary Public for Oregon

(SEAL)

My commission expires Oct. 30, 1992

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Trustee

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 Melvin W. Ramos.

DATED February 12, 1990 at San Jose, California.

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)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Melvin W. Ramos

321 N. Third St.

Lompoc, Ca. 93436

SPACE RESERVED

FOR

RECORDER'S USE

DEED

Fee \$13.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 23rd day of Feb., 1990, at 11:15 o'clock A.M., and recorded in book/reel/volume No. M90 on page 3475 or as fee/file/instrument/microfilm/reception No. 11652, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE

By Debra M. Mudd Deputy