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TRUST DEED

February

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19, between

THIS TRUST DEED made this 22nd day of

JAMES OTIS BURKE AND PAMELA LYNN BURKE, husband and wife

as Grantor, Mountain Title Company of Klamath County

LEE DELANO REDDINGTON AND BEULAH EVELYN REDDINGTON, husband and wife

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

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 FIFTY 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 said note

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 erect, replace or restore promptly and in good and workmanlike manner any building or improvement which may be destroyed, 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 all lien searches made 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 building now or hereafter situated on the said premises against loss or damage by fire and such other hazards as the beneficiary may require, written in an amount not less than \$*****, with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance, shall be delivered to the beneficiary as soon as insured; if the grantor shall fail or for any reason to procure any such insurance and to deliver said policy 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 by beneficiary upon any indebtedness 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.

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 hereof and for such payments, with interest as aforesaid, the property herebefore described, as well as the grantor, shall be bound to satisfy the same extent to which they are bound for the payment of the debt secured hereby, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable, and render all sums secured by this trust deed immediately due and payable.

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 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 attorney's fees mentioned in this paragraph 7 in all cases shall be the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be the amount of 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 amount required as compensation for such taking, which are in excess of the monies payable to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings and expenses and attorney's fees, 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 receipt of the same upon written request of beneficiary.

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

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, or a title insurance company authorized to insure title 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.

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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 pledgees, 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

James Otis Burke
James Otis Burke

Pamela Lynn Burke
Pamela Lynn Burke

*** 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 Z, the 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 Feb. 27, 1980 by James Otis Burke and Pamela Lynn Burke.

Barbara J. Drunk
Notary Public for Oregon
My commission expires: 6-16-92

STATE OF OREGON,
County of Klamath,
This instrument was acknowledged before me on Feb. 27, 1980 by James Otis Burke and Pamela Lynn Burke.

Notary Public for Oregon
My commission expires: (SEAL)

TO: The undersigned, 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 the 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: 1980

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.

Burke
7633 Booth Road
Klamath Falls, OR 97603

Grantor

Reddington
14602 Hwy 39
Klamath Falls, OR 97603

Beneficiary

AFTER RECORDING RETURN TO
MTC
222 South Sixth Street
Klamath Falls, Or 97601

STATE OF OREGON,
County of Klamath,
I certify that the within instrument was received for record on the 19th day of February, 1980, at 10 o'clock A.M., and recorded in book/reel/volume No. 18021 DEED on page 35494 or as fee/file/instrument/microfilm/reception No. 18021 DEED.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By *Barbara J. Drunk*
Notary Public for Oregon
My commission expires: 6-16-92

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County of Klamath,
I certify that the within instrument was received for record on the 19th day of February, 1980, at 10 o'clock A.M., and recorded in book/reel/volume No. 18021 DEED on page 35494 or as fee/file/instrument/microfilm/reception No. 18021 DEED.

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Notary Public for Oregon
My commission expires: 6-16-92

MTC NO: 22994-D

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of TRACT 20, JUNCTION ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at a point in the South line of said Tract 20, 187.4 feet West of the Southeast corner thereof; thence Northerly parallel with the line between Tracts 20 and 21 of JUNCTION ACRES, 464.8 feet to a point; thence Easterly parallel with the South line of said Tract 20, 187.4 feet, more or less, to the line between Tracts 20 and 21; thence North along the line between Tracts 20 and 21, 189.9 feet, more or less, to the Northeast corner of said Tract 20; thence Westerly along the North line of said Tract 20, 328.4 feet to the Northwest corner of said Tract; thence Southerly along the West line of said Tract 657.5 feet to the Southwest corner of said Tract; thence Easterly 141 feet, more or less, to the Place of Beginning.

Tax Account No. 3910 007BC 01400

This Trust Deed is an "All Inclusive" Trust Deed and is second and subordinate to the Trust Deed now of Record dated February 21, 1972 and recorded February 24, 1972 in Volume M72, Page 1935, Microfilm recodes of Klamath County, Oregon in favor of Equitable Savings and Loan Associations, an Oregon Corporation; beneficial interest assigned to Federal Home Loan Mortgage Corporation.

Lee Delano Reddington and Beulah Evelyn Reddington, beneficiaries herein, agree to pay when due, all payments due upon the said promissory note in favor of Federal Home Loan Mortgage Corporation, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and trust deed, grantors herein may make said delinquent payments and any sums so paid by grantor herein shall then be credited upon the sums next to become due upon the note secured by this trust deed.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of Feb. A.D., 19 90 at 9:09 o'clock A.M., and duly recorded in Vol. M90,
of Mortgages on Page 3770.
Evelyn Biehn County Clerk
By Christine Mullendare

FEE \$18.00