


MTN 1396-2049

CC

Vol. m90 Page. **8395** 

**14395**

THIS TRUST DEED, made this 25TH day of APRIL, 1990, between

JAMES M. EHLE AND CAROLYN L. EHLE, AS TENANTS BY THE ENTIRETY  
as Grantor, WILLIAM P. BRANDSNESS, as Trustee, and

SOUTH VALLEY STATE BANK  
as Beneficiary,

**WITNESSETH:**

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

LOT 22 IN BLOCK 7 OF THIRD ADDITION TO WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

MOUNTAIN-TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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 **\*\*SIXTEEN THOUSAND ONE HUNDRED ELEVEN AND 92/100'S\*\* (16,111.92)**-----

sum of \*\*SIXTEEN THOUSAND ONE HUNDRED ELEVEN AND 25/100 \$  
----- 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, in  
not sooner paid, to be due and payable ----- APRIL 1, 1995 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS  
----- The installment is the date stated above, on which the final installment of said 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 all 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 \$ FULL AMOUNT, written in

and such other hazards as the beneficiary may desire from time to time, and the amount not less than \$\_\_\_\_\_. **FULL AMOUNT** \_\_\_\_\_, 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 or beneficiary for any reason to procure any such insurance and to deliver such policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, and the beneficiary may procure the same at grantor's expense. If the beneficiary collected under any fire or other insurance policy which may be applied by beneficiary upon any indebtedness secured by the beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a waiver or release of any claim or cause of action which may be 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 the 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, or other charges payable by grantor, either by direct 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 by the promissory note, shall be added to the debt secured by this trust deed, together with the obligations described in paragraphs 6 and 7 hereof; 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 hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and such payment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and 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 said assets 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 the trustee's attorney's fees; the amount of the said costs and expenses mentioned in this paragraph 7 in all cases shall be borne by the beneficiary or trustee, as the case may be, and in the event of an appeal from any judgment rendered by the trial court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's appellate costs on such appeal.

*It is mutually agreed that:*

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 payable as compensation for such taking, which are in excess of attorney's fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and incurred by grantor in such reasonable costs and expenses and attorney's fees, applied by it first upon any such 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 incurred 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. 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (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 duly authorized attorney, enter upon and take possession of any security for the indebtedness secured hereby, 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 to the payment of the indebtedness secured hereby, and to the payment of the attorney's fees and expenses of operation and collection of the indebtedness secured hereby, and in such order as beneficiary may deem proper.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire 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 due and payable. In such an event, the beneficiary may proceed to foreclose this trust deed by exercising its power of 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 exercise its power of advertisement and sale, the beneficiary 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 debt, and the trustee shall file the time and place of sale, and the beneficiary whereupon the trustee shall file the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed.

notice thereof as then required by Sections 86.735 to 86.795.

13. After the trust has commenced foreclosure by advertisement and sale, at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by law may cure the default or defaults. If the default or default may be cured by paying the sums secured by the trust deed, the default may be cured by tendering the entire amount due at the time of the cure other than such portion as would have been due had no default occurred. Any other default that is caused by the failure to pay shall be cured by tendering the sum due under the obligation or trust deed. In any case, in addition to paying 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 instrument provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels sold to the highest bidder in cash, in its deed, in form as required by law conveying such property to the purchaser, and its deed, in form as required by law conveying such property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact or circumstance affecting the trust, but including the trust and beneficiary, may purchase at the sale.

of the trustfund, the trustee may purchase at the sale. If the trustee is not the grantor or beneficiary, may purchase at the sale. If the trustee is the grantor or beneficiary, then trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the expenses of administration, (3) the compensation of the trustee and a reasonable fee to the trustee, (4) the interest of the trustee in the trust, (5) to all persons attorney, (2) to the obligation secured by the trust, (3) to the interest of the trustee in the trust having recorded liens subsequent to the date of the trust, (4) to the interest of the trustee in the trust deed as their interest may appear in the order of their priority and (5) 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 with all title, powers and duties conferred upon the latter, the trustee appointed hereunder shall be deemed to be the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment

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 696.585.

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)

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.

James M. Ehli  
JAMES M. EHLI  
Carolyn L. Ehli  
CAROLYN L. EHLI

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on April 20, 1990, by James M. Ehli and Carolyn L. Ehli

Notary Public for Oregon  
My commission expires: 2-12-91

STATE OF OREGON,

County of } ss.

This instrument was acknowledged before me on 19, by

as of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: , Trustee

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: , 19

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.

JAMES M. EHLI

CAROLYN L. EHLI

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK

5215 SO. SIXTH ST.

KLAMATH FALLS, OR 97603

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 3rd day of May, 1990, at 2:37 o'clock P.M., and recorded in book/reel/volume No. M90 on page 8395 or as fee/file/instrument/microfilm/reception No. 14395, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Miller, Deputy

Fee \$13.00