

18466

INTC 24119-K TRUST DEED

Vol. m90 Page 15546-3

THIS TRUST DEED, made this 3rd day of August, 1990, between  
EDWARD E. WORTHAN and BARBARA L. WORTHAN, husband and wife  
as Grantor, MOUNTAIN TITLE COMPANY OF KLANATH COUNTY, as Trustee, and

as Beneficiary, PEGGY L. VAN PELT and REBECCA G. BOCCHI, not as tenants in common, but with rights  
/of survivorship  
x 4 *[Signature]*

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

Lots 1, 2, and 3 of Block 1 in RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3407-022CA-00100, #3407-022CA-00200, and #3407-022CA-00300

SEE EXHIBIT "A" FOR ADDITIONAL TERMS WHICH ARE MADE A PART HEREOF BY THIS REFERENCE.

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory

sum of ONE HUNDRED TWENTY-FOUR 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 per terms of Note, 1919.  
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and if the same is not paid, the principal and interest thereon, or any part thereof, or any interest therein is sold, agreed to be sold, at public sale, to satisfy the debt secured by this instrument.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment or sale 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; and 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 removed from said property.

3. To complete or improve which may be constructed, damaged or manner of construction thereof may be altered, repaired, reconstructed, destroyed thereon, and pay when due all costs incurred therefor, covenants, conditions and restrictions affecting such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and incur; the cost of all lien searches made by public officials or searching agencies as may be deemed desirable by the beneficiary;

4. To provide and continuously maintain insurance on the buildings situated on the said premises against loss or damage by fire.

[illegible]

5. To keep back from the beneficiary all other charges that may be levied or assessed upon the taxes, assessments and other charges payable by the grantor, either personally or against said property before any part of such taxes, assessments and other charges become due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor, either personally or by providing beneficiary with funds with which to pay direct payment or by providing 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 provisions hereof and for such payments, as well as the grantor, shall be bound to the extent hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation hereinbefore described, and all such payments shall be immediately due and payable after notice, and if nonpayment 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 recording this instrument, and all other expenses of the trustee incurred

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, and to defend any action or proceeding purporting to set aside or annul any sale or auction of any part of the property designated in the notice of sale or the time to sell said property or to be postponed as provided by law. The trustee may sell the parcel or parcels 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. The trustee shall retain the right to require the payment of the purchase price as required by law.

[illegible]

8. In the event that any portion or all of said property shall be taken

8. In the event that any claim or condemnation, beneficiary shall have the right of first refusal to purchase the land at the same price as the same is sold under the right of eminent domain, to require that all or any portion of the money so received be paid over to him by way of compensation for such taking, which are if a lawyer's fees necessarily paid or to pay all reasonable costs, expenses and attorney's fees incurred by beneficiary and incurred by a grantor in connection with proceedings, shall be paid to beneficiary and applied by him upon any reasonable costs and expenses and attorney's fees incurred by beneficiary in the trial and appellate courts, necessarily paid upon the indebtedness of beneficiary in such proceedings, and the trustee, at its own expense, to take such actions secured hereby; and the trustee, 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 hereafter, upon written request of beneficiary, the trustee shall assign or assignment of this deed and the note for

9. At any time after the recording of this deed and before the expiration of the term herein provided, the trustee shall be obligated to notify any party hereto or parties claiming an interest in the property herein described of any action or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

(a) consent to the making of any map or plat of said property; (b) join in

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 \_\_\_\_\_, a duly qualified attorney, who is an active member of the Oregon State Bar, a bank, trust company, authorized to insure title.

granting any easement or creating any restriction thereon; (c) join in a subordination or other agreement affecting this deed or the lien or title hereunder; (d) reconvey, without warranty, all or any part of the property described in (b) to the grantor or to any other person or persons; or (e) permit the grantee in any reconveyance may be described as "trustee" or "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.

[illegible]

collection of such rents, issues and profits, or the proceeds of 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 any default hereunder or invalidate any act done by Grantor pursuant to such notice.

12 Upon default by grantor in payment of any indebtedness secured hereby, the time being of

[illegible][illegible]

place designated in the notice of sale or the time to be postponed as provided by law. The trustee may sell said property in one parcel or in separate parcels and may sell the parcel or parcels at auction to the highest bidder, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law conveying the property, but without any covenant or warranty, express or implied, the recitals in the deed of any matters of fact shall be conclusive of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. The powers provided herein, together with the powers and duties of the trustee, shall be construed in accordance with the provisions of the laws of the State of California.

[illegible][illegible]

17. Trustee accepts this trust as provided by law. Trustee acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or 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 except None

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 term Acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on August 3, 1990, by

EDWARD E. WORTHAN & BARBARA L. WORTHAN

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON,

County of

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. 681)

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

EDWARD E. & BARBARA L. WORTHAN

Rt. 2 Box 501

Paso Robles, CA 93446

Grantor

PEGGY L. VAN PELT

1414 East Main St.

Klamath Falls, OR 97601

Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY OF  
KLAMATH COUNTY

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of

ss.

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/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

## EXHIBIT "A"

Grantors shall have the right to prepay the principal in minimum increments of \$2,000.00. Any such prepayment shall directly and proportionately reduce the remaining payments of principal and interest. THERE SHALL BE NO PREPAYMENT PENALTY.

This Note shall be assumable without acceleration (due on sale) or prepayment penalties or assumption fees, to a subsequent Buyer of good reputation and financially qualified by reasonable standards, on the same terms and conditions as originally set forth. The Note secured by this Trust Deed shall be assignable to any direct lineal descendant or Family Trust with no changes in any of the terms or conditions or provisions of the Note secured by this Trust Deed.

The Beneficiary agrees to release lien on Lot 3 in the event the Grantors elect to construct a dwelling thereon, or if the Grantors direct lineal descendants or a Family Trust elects to construct a dwelling thereon, and a release of lien from the Seller is required by the Lendor for such construction. Further, Seller agrees to release lien on Lot 3 at such time as the Note secured by this Trust Deed's balance on Lots 1, 2, and 3 reaches \$70,000.00 or is paid in full, whichever occurs first.

P.L.U.P.  
R.L.B.  
J.M.W.  
J.W.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 3rd day  
of Aug. A.D., 19 90 at 3:18 o'clock P. M., and duly recorded in Vol. M90,  
of Mortgages on Page 15546.

FEE \$18.00

Evelyn Biehn - County Clerk

By Pauline Mullendore