

18704

THIS TRUST DEED, made this 6th day of August, 1990, between  
Vernon D. Lambert and Connie R. Lambert, as tenants by the entirety

South Valley State Bank

as Beneficiary,

WITNESSETH

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 EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO

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 **\*\*ten thousand and no/100's\*\* (\$10,000.00)**,\*\*\*\*\* Dollars, with interest thereon according to the terms of a promissory note made by said party of the first part hereunto attached hereto as Exhibit A.

tion with said real property, and the sum of **ten thousand and no/100.00 (\$10,000.00)** 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 **August 15, 1990 with rights to future advances and renewals** debt secured by this instrument is the date, stated above, on which the final installment of said note shall be due, and the principal of said note, and any interest therein is sold, agreed to be sold, and conveyed, with all the right, title and interest of the grantor in and to the above described real property, unto the beneficiary.

not sooner paid, to be due and payable August 13, 1988.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the initial principal 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.

\_\_\_\_\_ does not intend, by this instrument, to reserve, or to create, any restriction thereon; (c) join in any

shall become immediately due and payable.

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 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, or when due all costs incurred therefor.

2. To complete or improve which may be necessary, or to demolish, alter, or destroy the building and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; and the beneficiary so requests, to execute 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 of such states, 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 obtain and maintain insurance on the building.

[illegible][illegible]

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 security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including an action or proceeding 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, including 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 shall be fixed by the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees 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 required as compensation for such taking, which are in excess of beneficiary's fees, incurred by grantor in such reasonable costs and expenses and attorney's fees, incurred by grantor in such reasonable costs and expenses and attorney's fees, applied by it first upon appellate courts, necessarily paid upon the indebtedness of beneficiary in such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, to pay its own expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation and execute such instruments as may be necessary in obtaining such compensation.

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 loaned to beneficiary, (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 any part of the property. Thereof; (d) reconvey, without warranty, all or any part of the "person or persons grantee in any reconveyance may be described in any matters or facts shall legally entitled thereto," and the recitals therein of any matters or facts shall be a full and complete proof of the truthfulness thereof. Trustee's fees for any of the above shall be less than \$5.

legally indebted thereon, and the truthfulness thereof. Trustee's fees for any services mentioned in this paragraph shall be not less than \$\_\_\_\_\_.  
10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or through attorney, enter upon and take possession of said property and all its contents, real estate and personal property, and if necessary, sue or otherwise collect the rents, issues and profits, including interest past due and unpaid, and apply the same to the payment of the principal sum so due, together with the costs of operation and collection, including reasonable attorney's fees upon such indebtedness secured hereby, and in such order as beneficiary may deem proper.

11. The entering upon and taking possession of said property, the less costs and expenses of operation and maintenance of said property, the less the fees upon any indebtedness secured hereby, and in such event the beneficiary may determine.

property, and the application of notice of default hereunder or invalidation of any waiver any default by grantor or beneficiary shall be null and void as to all parties pursuant to said notice.

13. 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 payments immediately due and payable, in trust deed declare all sums secured hereby may proceed to foreclose this trust deed event the beneficiary at his option direct the trustee to foreclose on any other right or in equity as a matter of sale, or may direct the trustee to foreclose on any other right or advertisement either at law or in equity, which he shall execute and cause to be recorded in the county where the property is located. The trustee has the power and authority to sell either the beneficiary or the trustee in his election to sell the said described property his written notice of default or obligation secured hereby whereupon the trustee shall proceed to satisfy the obligation, give notice thereof as then required by law and fix the time and place of sale, give notice thereof in the manner provided in ORS 86.735 to proceed to foreclose this trust deed in the manner provided by advertisement and public sale and commence foreclosure by advertisement and public sale.

[illegible]

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 and place so designated may be postponed as provided by law. Bids and seals shall seal the parcel or parcels in one parcel or in several parcels, as directed by the trustee. The trustee in auction shall deliver to the purchaser his deed in covenant or warranty, express or implied, the property sold, but free of any matters of fact shall be binding upon the trustee. The real estate shall be sold of any person, executor, administrator, guardian, or otherwise, without liability thereon. Any person, executor, administrator, guardian, or otherwise, who sells the same shall be bound by the terms of the sale.

25. When trustee shall receive or be entitled to the proceeds of sale to payment of (1) the expenses of sale, including any reasonable commission payable to the trustee, (2) to all persons entitled to the proceeds of sale in accordance with the will of the testator, (3) to the obligatees subsequent to the interest of the testator, and (4) to the obligatees subsequent to the interest of the testator, the trustee shall pay the same to the grantor or to his successor in interest entitled to such proceeds of sale.

16. Beneficiary may from time to time appoint a successor appointed here-  
sors to any trustee named herein or to any successor trustee appointed here-  
under. Upon such appointment, and without conveyance of the duties conferred  
trustee, the latter shall be vested with all title, powers and duties of the  
upon and to the trustee herein named or appointed hereunder executed by beneficiary,  
beneficiary substitution shall be made by written instrument records of the county or county  
which, when recorded in the mortgage records of the county or county, shall be  
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 or future action under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee may 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.

72059

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:  
(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.

\* 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

August 6, 1990, by

Vernon P. Lambert

Connie R. Lambert

Jeffrey A. Bradford  
Notary Public for Oregon

My commission expires: 6-12-92

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. 881)

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

Vernon D. Lambert

Connie R. Lambert

Grantor

South Valley State Bank

Beneficiary

AFTER RECORDING RETURN TO

South Valley State Bank  
801 Main St.  
Klamath Falls, Or 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

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

16029

MTC NO: 24121

EXHIBIT "A"  
LEGAL DESCRIPTION

The following described property situate in the SE1/4 of the NW1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin marking the Southeast corner of the SE1/4 NW1/4 of said Section 11, said point being the Northeast corner of PERRY ADDITION TO LLOYDS TRACTS, Subdivision; thence South 89 degrees 50' West along the South line of the S1/2 SE1/4 NW1/4 of said Section 11 a distance of 201.90 feet to an iron pin on the Westerly right of way line of Hope Street; thence North 0 degrees 17' East along said Westerly line of Hope Street, a distance of 282.13 feet more or less to the Northeast corner of that tract of land conveyed to Reginald E. Bristler and A. Marion Bristler, recorded December 4, 1964 in Deed Volume 358 at page 438, Deed Records of Klamath County, Oregon; thence continuing North along said Westerly line of Hope Street a distance of 92.00 feet to a point; thence West 138.16 feet more or less to a point 92 feet North of the Northwest corner of said Bristler tract on the Westerly line of said tract extended Northerly; thence South along said Westerly line extended Northerly to the Northwest corner of said Bristler Tract; thence Easterly along the North boundary line of said Bristler tract a distance of 137.88 feet to the Westerly right of way line of Hope Street to the point of beginning, EXCEPTING an easement over and across the Southerly 5 feet of the above described parcel of land for a water line and construction and maintenance of said water line.

Tax Account No: 3909 011BD 05700

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 9th day  
of Aug. A.D., 19 90 at 3:08 o'clock P M., and duly recorded in Vol. M90  
of Mortgages on Page 16027  
Evelyn Biehn County Clerk  
By D. A. Muckendorfer

FEE \$18.00