

mtc 2412-R

**All-Inclusive
TRUST DEED**

Vol. m90 Page 17461

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 LEGAL DESCRIPTION OF WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

THIS TRUST DEED IS AN ALL INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED INF AVOR OF LILLIAN STEWART, AS BENEFICIARY.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-THOUSAND FIVE HUNDRED AND NO/100

note of even date herewith, payable to beneficiary or order and made by grantor, with interest thereon according to the terms of a promissory note sooner paid, to be due and payable _____ Dollars, with interest thereon according to the terms of a promissory note sooner paid, to be due and payable _____ per terms of Note _____, 19____.

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:

I. To protect, preserve and defend the title to the premises hereinafter described, and

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

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.

tions and restrictions affecting said property; if the beneficiary so requests, to file in executing 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 or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be directed 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 the full insurable value of the buildings, and to pay the companies acceptable to the beneficiary the proceeds of such insurance, less the cost of the same, to the beneficiary.

...insurable value... written in
policies of insurance shall be delivered to the beneficiary as soon as insured;
if the grantor shall fail or any reason to procure any such insurance and to
deliver said policies to the beneficiary at least fifteen days prior to the expira-
tion of any policy of insurance now or hereafter placed on said
the beneficiary may procure the same.

Beneficiary may procure the same as a releasee placed on said buildings, 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, may not cure or waive any default or 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 non-payment thereof shall not benefit said premises.

beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either 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 agreement, together with the principal amount, shall be paid to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either 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 agreement, together with the principal amount, shall be paid to the beneficiary;

hereby, together with the obligations at the rate set forth in the note secured by deed, shall be added to and become a part of the debt secured by this 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 extent that they are, bound to the payment of the debt secured by the deed.

6. To pay all costs, less and expenses

title search, say all costs, fees and expenses of this trust including the cost connection with as well as the other costs and expenses of the trustee incurred actually incurred, or in enforcing this obligation and trustee's and attorney's

ion or proceeding in which the beneficiary or trustee; and in any suit, suit 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; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the trial court and in the event of an appeal from the trial court of the trial court.

It is mutually agreed that:

er the right of eminent domain or condemnation, beneficiary shall have the compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to the beneficiary.

...by it first upon any reasonable costs and expenses and attorney's fees, in the trial and appellate courts, necessarily paid or incurred by beneficiary hereby; and the balance applied and incurred by beneficiary here, to execute such instruments as shall be necessary, to take such actions

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 release (in case of full conveyances, for cancellation), without affecting liability of any person for the payment of the indebtedness, without affecting consent to the making of, or the payment of, any other indebtedness of the mortgagor, promptly upon beneficiary's request.

The Trust Deed Act provides that the trustee hereunder must be either an attorney

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in a 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 the mortgagor, the mortgagee shall have the right to

time without notice, either in person, by agent or by a receiver to be appointed by court, and without regard to the adequacy of any security for the indebtedness hereby secured, 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, less any costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in satisfaction of the

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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 immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed.

advertisement and sale, or may direct the trustee to foreclose this trust deed by deed, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee 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 obligation secured hereby whereupon the trustee shall list the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.010.

13. 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 defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure.

It then be due at the time of the cure other than such portion as would be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay 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 amount of the law.

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 to which said sale may be postponed as provided by law. The trustee may sell said property either one parcel or in separate parcels and shall sell the parcel or parcels at the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of the debt of the trust.

...process of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee and a reasonable charge by trustee's attorney, (3) to the obligation secured by the trust deed, (4) to all persons having recorded liens subsequent to the trust deed, (5) to all persons having claims against the trust property, (6) to the interest of the trustee in the trust property, if any, to the grantor or to his successor in interest entitled to such interest.

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 without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred on any trustee herein named or appointed hereunder. Each such appointment or substitution shall be made by written instrument executed by beneficiary or beneficiaries, when recorded in the mortgage records of the County of Los Angeles.

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 or of any action or proceeding in which said property is involved.

who is an active member of the Oregon State Bar, a bank, trust company in the United States, a title insurance company authorized to insure title to real property, or an escrow agent licensed under ORS 9A.600.

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 Trust Deed recorded September 22, 1989, in Volume M89, page 17952, Microfilm Records of Klamath County, Oregon, in favor of Lillian Stewart, as Beneficiary which the Grantors named herein do not agree to assume nor pay and the Beneficiary herein agrees to hold the grantors herein harmless therefrom 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 acknowledgement opposite.)

~~STATE OF CALIFORNIA~~

~~County of Sonoma~~

~~This instrument was acknowledged before me on August 27th, 1990, by~~

~~PATRICIA MARKEN & PATRICK J. SCHNEIDER~~

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on 19____, by _____

as _____

of _____

STATE OF CALIFORNIA

COUNTY OF Sonoma

On August 27th, 1990

before me the undersigned, a Notary Public in and for said County and State,

personally appeared _____

Patricia Marken and
Patrick J. Schneider

proved to me on the basis of satisfactory evidence or known to me to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that _____ they executed the same.

Roland L. Thibault

Notary Public in and for said County and State

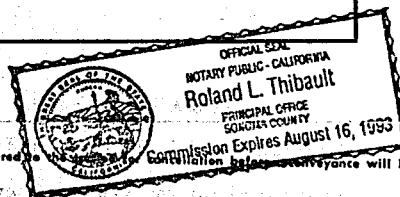


(SEAL)

FOR NOTARY SEAL OR STAMP



ured by said
the terms of
vered to you
rust deed the



Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the County Recorder before conveyance will be made.

TRUST DEED

(FORM No. 881)

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

PATRICIA MARKEN & PATRICK J. SCHNEIDER

c/o Tara Enterprises

18971 Sonoma Hwy., Sonoma, CA 95476

Grantor

DARLENE J. & SHARRON L. ALLMAN

P.O. Box 594

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 _____

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

MTC NO: 24112-K

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lot 6 and a strip of land off the West side of Lot 7 in Block 45 of FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and more particularly described as follows:

Beginning on the Easterly side of Sixth Street at a point 30 feet Northwesterly from the corner of Washington Street and Sixth Street; thence Northeasterly and parallel with Washington Street 52.1 feet, more or less, to the Easterly side of said Lot 6, and thence continuing on the same course 7.3 feet into Lot 7; thence Northwesterly and parallel with Sixth Street 80 feet to the alley; thence Southwesterly along the Southerly line of said alley 7.3 feet; thence Southeasterly along the Easterly line of Lot 6, 50 feet; thence Southwesterly and parallel with Washington Street 52.1 feet, more or less, to the Easterly line of Sixth Street; thence Southeasterly along said line of Sixth Street 30 feet, more or less, to the point of beginning.

ALSO a portion of Lot 6 and 7 in Block 45, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at most Southerly corner of Lot 6, Block 45, FIRST ADDITION to the City of Klamath Falls, Oregon; thence Northeasterly along Washington Street 59.4 feet; thence Northwesterly and parallel to Sixth Street, 30 feet; thence Southwesterly and parallel to Washington Street 59.4 feet; thence Southeasterly along Sixth Street 30 feet to point of beginning.

Tax Account No: 3809 032AB 08400
3809 032AB 08500

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record dated September 6, 1989, and recorded September 22, 1989, in Volume M89, page 17952, Microfilm Records of Klamath County, Oregon, in favor of Lillian Stewart, as Beneficiary, which secures the payment of a Note therein mentioned.

DARLENE J. ALLMAN aka DARLENE J. TUCKER and SHARRON L. ALLMAN, not as tenants in common, but with the right of survivorship, Beneficiary herein agrees to pay, when due, all payments due upon the said Promissory Note in favor of Lillian Stewart, and will save the Grantors herein, PATRICIA MARKEN and PATRICK J. SCHNEIDER, as tenants in common, each as to an undivided $\frac{1}{2}$ interest, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor 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.

X Patrick J. Schneider
X Patricia Marken

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day of Aug. A.D., 19 90 at 4:10 o'clock P. M., and duly recorded in Vol. M90 of Mortgages on Page 17461.

FEE 18.00

Evleyln Biehn - County Clerk
By Pauline Mueller