

21063

TRUST DEED

Vol. 90 Page 20115

THIS TRUST DEED, made this 21th day of September, 1990, between JOHN L. BLACKWOOD and MARY E. BLACKWOOD, husband and wife

as Grantor, ASPEN TITLE & ESCROW, INC., as Trustee, and RAYMOND ESTES and DONNA M. ESTES, husband and wife with full rights of survivorship 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: That portion of Lots 7 and 8, Block 6, ALTAMONT ACRES, lying South and West of the U.S.R.S. Lateral A-3-C, in the County of Klamath, State of Oregon.

CODE 41 MAP 3909-10AB IL 2000

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED INFERIOR AND JUNIOR TO AN EXISTING TRUST DEED IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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 TWENTY ONE THOUSAND AND NO/100 (\$21,000.00) 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 at maturity 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 trespass 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 in whole or in part, and pay therefor all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, in including such limiting 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 other actions made by listed 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 fire and damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00 insurable value. The amount of insurance acceptable to the beneficiary, which loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the insurer shall fail 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, 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 option of beneficiary the entire amount so collected, or any part thereof, may be advanced to grantor. Such application or release shall not constitute a waiver of default or notice of default hereunder or invalidate any action taken 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 premises before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the person due to make payment of any taxes, assessments, insurance premiums, fees or other charges payable by grantor, either by direct payment or by passing beneficiary with funds with which to make such payment, and the person so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraph 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, conditions and restrictions herein, and as well as the grantor, shall be bound to the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice; and the beneficiary shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and recorded in breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of taking and recording this instrument and the cost of the taxes and attorney's fees incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To assume on and defend any action or proceeding, pertaining to or affecting 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 by the beneficiary of this deed, to pay all costs and expenses, including reasonable costs of sale and the beneficiary's or trustee's attorney's fees, and the attorney's fees incurred in the paragraph 7 in all cases shall be paid by the trust deed and in the event of an appeal from any judgment or decree of the trust deed, grantor further agrees to pay such sums as the appellate court shall finally determine as the beneficiary's or trustee's attorney's fees in such appeal.

It is mutually agreed that:

1. In the event that any portion of 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 of any portion of the monies payable as compensation for such taking, which ten in excess of the amount required to pay all reasonable costs, expenses and attorney's fees reasonably paid or incurred by the grantor in such proceedings, shall be paid to beneficiary and applied by it upon any indebtedness and expenses and attorney's fees, both in the trial and appellate courts, reasonably 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 action and make such arrangements as shall be necessary in addition to such compensation, promptly upon beneficiary's request.

2. At any time and from time to time upon written request of beneficiary, grantor will give and presentation of this deed and the note for endorsement in case of full redemption, as cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may (a) terminate the maturity of any step in plan 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 trustee 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 receiver to be appointed by a 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 costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

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 action 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 by equity as a mortgage or direct the trustee to pursue any other right or advertisement and sale, or in equity, which the beneficiary may have. In the event remedy, either at law or in equity, by advertisement and sale, the beneficiary or the trustee shall elect 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 and the trustee shall fix the time and place of sale, give notice hereby whereupon the trustee shall fix 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 86.735 to 86.795.

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 sale, the grantor or any other person so privileged by ORS 86.753, may cure 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 other than such portion as would or then 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 provided by 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 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. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) 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 without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust deed, duly executed and acknowledged, it 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.

NOTICE: This Trust Deed Act provides that the trustee hereunder is or is to be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized as to business under the laws of Oregon or in this state, its subsidiaries, officers, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 966.505 to 966.585.

10110

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:
(1) primarily for the grantor's personal, family or household purposes (see Important Notice below),
(2) 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 Bureau-Form No. 2319, or equivalent. If compliance with the Act is not required, disregard this notice.

X John S. Blackwood
JOHN I. BLACKWOOD
X Mary E. Blackwood
MARY E. BLACKWOOD

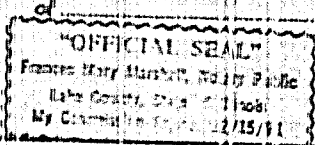
ILLINOIS
STATE OF OREGON, County of LAKE

This instrument was acknowledged before me on September 28, 1990

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

by _____

as _____



Frances Mary Marshall
Notary Public for Oregon
My commission expires 12-15-91

STATEMENT FOR FULL DISCLOSURE

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

On the day of the month of _____, 19____, at _____, Oregon, I, _____, Notary Public for Oregon, do hereby certify that the foregoing instrument was duly acknowledged before me and that the same is a true and correct copy of the original as the same appears from the records of my office.

TRUST DEED

(FORM No. 111)

STEVENS-WOOD LAW FIRM, P.C. POST-PAID, OREGON

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

ASPEN TITLE & ESCROW, INC.
525 MAIN STREET
CLATSOP FALLS, OR 97601

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

20117

EXHIBIT "A" TO TRUST DEED

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS SECOND AND SUBORDINATE TO A FIRST TRUST DEED RECORDED IN BOOK M-73 AT PAGE 8785 IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION AS BENEFICIARY/MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. RAYMOND ESTES AND DONNA M. ESTES, THE BENEFICIARY(IES) HEREIN, AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION AND WILL SAVE GRANTOR(S) HEREIN, JOHN I. BLACKWOOD AND MARV E. BLACKWOOD HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY(IES) HEREIN DEFAULT IN MAKING THE PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, GRANTOR(S) HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR(S) HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE WHICH IS SECURED BY THIS ALL-INCLUSIVE TRUST DEED.

JTB MEB (BENEFICIARIES)

____ (GRANTORS)

STATE OF OREGON: COUNTY OF KLAMATH: _____

Filed for record at request of Aspen Title Co. the 4th day
of Oct. A.D. 19 90 at 3:27 o'clock: P.M., and duly recorded in Vol. M90,
of _____ Mortgages on Page 20115

FEE \$18.00

Evalyn Biehn . County Clerk

By Paula Mulendore