

20506  
21152

THIS TRUST DEED, made this  
TWENTY EIGHTH day of JUNE, in the year  
of our Lord One Thousand Nine Hundred and  
EIGHTY EIGHT, by and between EDWARD F. DYER and SHARON A.

## **TRUST DEED**

Vol 12390 Page 19673

as Grandi, Mountain Title Company of Hamlet County  
VERGILIA R. ENDICK

### as Secretary

**WITNESSETH:**

in **Klamath** County, Oregon, described as:

Lot 1A and 1B, Block 6, RAILROAD 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.

Tax Account No: 3809 033BB 08100

This document is being rerecorded for the purpose of dating this document.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise  
or otherwise appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-  
tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the  
TEN THOUSAND AND NO/100

(**\$40,100.00**). Dated, with interest thereon according to the terms of a promissory note of witness (date herewith), payable to Beneficiary at order and made by [Signator], the final payment of principal and interest hereof, it is further agreed that the same shall be paid in four installments, as follows:

October 1, 2000 as per terms of note  
and severally paid, to the date and payable.  
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, constituted, assigned or alienated by the grantor, without first having obtained the written consent or approval of the beneficiary,  
then, as then beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or  
thereon, shall become immediately due and payable.

not exceed the amount of this trust deed, divided among:  
(a) the principal, premium and interest held property in good condition  
and repair; but no fixtures or other land any building or any part thereof;  
not be entitled to receive any rents of said property;  
not be entitled to receive any rents of said property;

1. The benefits of existing property, land, in good and well-constructed masonry, stonework, brick or improvements which may be constructed, damaged or destroyed thereon, and part whereof all costs incurred therefor.

2. The supply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, if the beneficiary so requests, to prevent rendering such property unmarketable to the highest bidder. Courts and Code of the beneficiary state require him to pay for land or interests in the general public office, he will at the cost of all sum so which ever made by attorney or by his or her attorney, expenses, as may be deemed reasonable by the Beneficiary.

3. The payment of any amounts expended in insurance on the buildings

In case legal proceedings from time to time shall be, or may be, taken, recovered and either damages that may be levied or recovered upon or against said property before any part of such taxes, assessments and other charges heretofore paid due or otherwise become due and payable, the trustee shall have the option and right to make payment of such taxes, assessments and other charges payable by the grantor, and the trustee shall have the right to do so by giving notice to the grantor, and record or file in the office of the recorder of deeds in which the grantor resides or is located, such instrument as may be required therefor, and the trustee so record, shall demand and sue for payment forthwith of the amount so paid, with interest and damages, if any, on the date so received by the grantor, and if the grantor does not pay such amount on or before the 1st day of January of the year next following the date so received by the grantor, the trustee may exercise his right so given from time to time, and proceed as provided in the preceding paragraph, and the trustee, shall be entitled to the same rights and immunities as the grantor, shall be entitled to in the same extent that they are allowed by the language of the obligation hereinabove set forth, and all such payments shall be immediately due and payable without demand or notice, and the trustee may demand payment thereof at the option of the beneficiary, render all the same recoverable by him and shall demand payment of the same at any time.

12. If the trustee has commenced foreclosure by advertisement and sale, the beneficiary or 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 fit the time and place of sale, give notice thereto as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 36.773 to 36.795.

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 36.773, may cure the named default. If the default consists of a failure to pay, when due, amounts required 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 not 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 and the attorney's fees not exceeding the amounts provided.

together with trustee's and attorney fees not exceeding \$100 per acre.

16. 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 as a unit or in parts, as the trustee sees fit, to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the highest bidder his 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 matter of fact shall be conclusive proof of the facts recited, but including the date of the sale.

(1) It is hereby agreed that:  
a. In the event that any portion or all of said property shall be taken under the law of eminent domain or condemnation, lessor shall have the right, if it so elects, to require that an equal portion of the same may be so expropriated by such method which will leave in excess of 1/2 acre and required to pass it unobstructed, roads, drainage and attorney's fees necessarily paid or incurred by grantee in said proceedings, shall be paid by a beneficiary and expenses of the court costs, legal expenses, attorney's fees and expenses incurred in the court and appeal by grantee, necessarily paid or incurred by beneficiary in its defense, and also, lessor supplied such as the indebtedness created thereby and damages arising, at its due expense, in result of such actions taken by grantee, or, what the lessor may do in result of such proceedings.

and attorney fees instruments as shall be necessary at retaining title, compensation, or timely open the beneficiary's account.

(g) At any time and from time to time upon written request of beneficiary, payee or all the beneficiaries and presentment of this deed and the title for endorsement (in case of full incoherence, be cancellation), without affecting the validity of any portion for the payment of the indebtedness, trustee may (a) endorse to the making of any step or part of said signature. (b) join in

which the property shall be delivered to the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed or 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.

19674

20272

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully owner 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 grantor's personal, family or household purposes (See Important Notice below).

This deed applies to, insures 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:** Grantor, by this instrument, which is 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 mailing required statements for this purpose use Standard Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*George E Dyer*

George E. Dyer

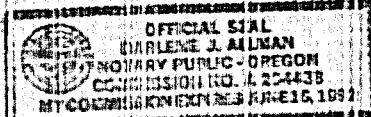
*Sharon A. Dyer by George E. Dyer*

Sharon A. Dyer, by George E. Dyer her attorney in fact, *law attorney in fact*

**STATE OF OREGON**, County of Klamath ss.

This instrument was acknowledged before me on 9/28, 1990  
by George E. Dyer, individually and as attorney in fact on behalf of

Sharon A. Dyer  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



*Darlene J. Allman*  
Notary Public for Oregon  
My commission expires 6-16-92

REQUEST FOR FULL RECONVEYANCE

To be used only where obligations have been paid.

Mountain Title Company of Klamath County  
Trustee

The undersigned is the legal owner of the above described land 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 issue 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 party designated by the terms of said trust deed the above described land (by your name or under the name, if any, of your successors and assigns) to

H. Y. TED

Beneficiary

Do not have this stamp this Trust Deed till REC'D WHICH IS CONSIDERED AS DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

TRUST DEED  
Form No. 801  
RECORDED LAW FIRM CO., INDIANAPOLIS, IND.

George & Sharon Dyer  
33052 Clugia Drive Rd  
Oregon City, OR 97045  
Virginia Badlock

8224 Main St  
Klamath Falls, OR 97601  
AFTER RECORDING RETURN TO  
Klamath First Federal S &  
140 Main Street  
Klamath Falls, OR 97601

SIGNED



Fee \$13.00

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instrument was received for record on the 28th day of Sept., 1990, at 3:08 o'clock P.M., and recorded in book/reel/volume No. M90 on page 19673, or as file/file/instrument/microfilm/reception No. 20806, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME: *Pauline Neill and Deputy*  
TITLE: *Notary Public*

SO 557

20272-9

STATE OF OREGON: COUNTY OF Klamath: 11.

Filed for record at request of Mountain Title Co. the 5th day  
of Oct. A.D. 1990 at 4:04 o'clock PM, and duly recorded in Vol. M90,  
on Page 20271.

Evelyn Biehn - County Clerk

By Deanne Muessel

Fee \$15.00