

22533

ASPEN Title 35770

TRUST DEED

THIS TRUST DEED, made this 16th day of August, Vol. m90 Page 22618, 19 90

PAT D. COLLADO and EMMA E.C. COLLADO, Husband & Wife, as Tenants by the Entirety,
 ASPEN TITLE & ESCROW, INC., an OREGON CORPORATION as Trustee, and FN REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE 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:

Lot 1 in Block 37 of Tract 1184 Oregon Shores Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto 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 THIRTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 ONLY 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 September 20, 2002.

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 written contents 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.

The above described real property is not currently used for agricultural, timber or grazing purposes

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 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.

3 To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property if the beneficiary requests, in writing, to inspect any 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 deemed desirable 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 replacement value of the buildings, and the beneficiary shall be delivered to the beneficiary, at the time of payment of the premium, a copy of the policy or policies 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, at beneficiary's option, or at option of beneficiary the entire amount to collect, or any part thereof, may be released to grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any act done 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 property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing option make payment thereof, and the amount to paid with interest at the rate set forth in the trust deed, 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 the beneficiary hereof and for such payment, any right arising from breach of any of the covenants described, as well as the grantor, shall be bound by the same extent that payments shall be immediately due and payable without notice, and all such payments shall be immediately due and payable and constitute a breach of this trust deed.

6 To pay all costs, fees and expenses of the trustee including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with this obligation.

7 To appear in and defend any action or proceeding purporting to affect the security, right or power of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including costs of title and between the grantor and the beneficiary or the trustee then prevailing party shall be entitled to the attorney's fees herein described, the amount of attorney's fees shall be determined by the court in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

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 is 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 costs and expenses and attorney's fees, both in the trial and appellate courts, applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action 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 upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, 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 the lien or charge thereof, (d) reconvey, without warranty, all or any part of the property. The grantor in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereof in 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, with or without regard to the advance of said note becomes due and payable, and enter upon and take possession of said property or any part thereof, in its own name and 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 subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

11 The entering upon and taking possession of said property, the collection of rents, issues and profits or the proceeds of sale and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof at or after said time, shall not constitute a default or notice of default hereunder or invalidate any act done pursuant to such notice.

12 Upon default by grantor or payment of any indebtedness secured hereby, in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgagee in the manner provided by law for mortgage foreclosures. However, if said real property is not currently used, 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 by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said distressed real property to satisfy the obligations secured 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 86A 740 in 86, 793.

13 Should the beneficiary elect to purchase by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person as provided by ORS 86A 740, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligations secured hereby including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's fee not exceeding \$500 each other than such portion of the principal which event all foreclosure proceedings shall be dismissed by the trustee.

14 Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. 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 to bid, but without any covenant or warranty, express or implied. The recitals in the deed of an 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 against the property in the order of their priority; and (4) the surplus, if any, to the grantor or to his successors or interest entitled to such surplus.

16 For any reason provided by law beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the appointing trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee named or appointed hereunder. Such appointment shall be in writing and shall be filed in the office of the County Clerk or Recorder, which, when recorded in the office of the County Clerk or Recorder 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 when this deed duly executed and acknowledged by grantor, beneficiary and trustee is filed for record and is not obligated to make a public record 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.

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 titled thereto

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, or the United States or any agency thereof.

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and that he will warrant and forever defend the same against all persons whomsoever.

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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, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

* 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 or 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. If compliance with the Act not required, disregard this notice.

PAT B. COLLADO

EMMA E.C. COLLADO

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF GUAM

County of AGANA
August 16, 1990

Personally appeared the above named PAT D. COLLADO and EMMA E.C. COLLADO

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

RONALD S. PEDRO
NOTARY PUBLIC

Notary Public for

My Commission Expires: July 31, 1993

STATE OF _____, County of _____) ss.

Personally appeared _____ and

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL 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

Grantor

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath) ss.

I certify that the within instrument was received for record on the 13th day of Nov., 1990, at 3:33 o'clock P. M., and recorded in book M90 on page 22618 or as file/reel number 22533, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk Title

By _____ Deputy

AFTER RECORDING RETURN TO
ATTN: DANA TAYLOR
30 Realty Services
35 N Lake Ave
Pasadena, Calif 91101

Fee \$13.00