

24463

**TRUST DEED**

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BRYAN J. STUART

as Beneficiary,

WITNESSETH:

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 28 and the Easterly 20 feet of Lot 27, Block 309, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DD TL 11100

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 FORTY EIGHT THOUSAND AND NO/100----- with interest thereon according to the terms of a promissory

sum of Forty Eight Thousand and No/100 ----- 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 -----, 19-----, on which the final installment of said note is due.

not sooner paid, to be due and payable at maturity 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:

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, 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 so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing of such statements in the 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.

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 causes as the beneficiary may from time to time require, in an amount at least \$\_\_\_\_\_ insurable value of the written policies of insurance shall be delivered to \_\_\_\_\_ at \_\_\_\_\_ as insured; if the grantor shall fail for \_\_\_\_\_ to procure any such insurance and if the grantor shall fail for \_\_\_\_\_ to deliver said policy of insurance at least fifteen days prior to the expiration of the policy of insurance now or hereafter placed on said buildings, \_\_\_\_\_ the beneficiary may procure the same at grantor's expense and collect under any fire or other insurance policy so procured by beneficiary upon any indebtedness due to the beneficiary and in such case as beneficiary may determine, or \_\_\_\_\_ of beneficiary the entire amount so collected, or \_\_\_\_\_ hereafter may be released to grantor. Such application or release shall be made by \_\_\_\_\_ notice of default hereunder or invalidate any cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

act done pursuant to such notice.

Notwithstanding the foregoing, the grantor shall 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 or other charges become past due or delinquent and promptly deliver to the other parties to this deed all such taxes, assessments and other charges thereto; provided, however, that the grantor shall not be obligated to pay any such taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by deducting from the proceeds of the sale of the property, the amount of any such taxes, assessments, insurance premiums, liens or other charges payable by the beneficiary with funds with which to make such payment or deduction. If the beneficiary, at its option, make payment thereof, and the grantor, as so paid, with interest at the rate set forth in the deed secured hereby, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by this deed, shall be added to and become a part of the debt secured by this deed, without waiver of any rights arising from the deed as aforesaid, the provisions hereof and for such payments, with interest as aforesaid, the provisions herebefore described, as well as for the payment of the obligation hereinbefore described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render the property secured by this deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the costs 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 of or powers 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 of any suit for the foreclosure of this deed, to pay all costs and expenses of the attorney's fees; the closing evidence of title and the closing costs and expenses of the attorney's fees; and to defend any action or proceeding mentioned in this paragraph 7 in all cases shall be binding on the beneficiary or trustee and in the event of an appeal from any judgment or order of the trial court, grantor agrees to pay such costs and expenses as the decree of the trial court, grantor agrees to pay such costs and expenses as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees and such appeal.

*It is mutually agreed that:*

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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 desires, to pay for all or any portion of the monies payable therefor, and to execute any transaction for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees, which shall be paid to beneficiary and incurred by grantor in such proceedings, reasonable costs and expenses and attorney's fees, applied by the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the award secured hereby; and grantor agrees that such costs and expenses shall be taken such actions and appropriate steps 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 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 the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee 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 the court, enter upon and take possession of said property or any part thereof, in its own name and otherwise collect the same, issues and profits, including those past due, and may apply the same, less costs and expenses of 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 hire 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 due 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 may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by remedy, either at law or in equity, whichever the beneficiary may have. In the event the beneficiary shall execute and cause to be recorded his written notice of foreclosure, he and his election to sell the said described real property to satisfy said obligation and his election to sell the said described real property to satisfy said obligation, secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required and proceed to foreclose this trust deed pursuant to Chapter 67, § 87.05, ORS 87.375 to 87.695.

13. After the trustee has commenced foreclosure by advertisement and in the manner provided in ORS 86.735 to 86.795, may cure the sale, and at any time prior to 5 days before the due date of the trustee conducts the sale, the grantor or any other person, or the beneficiary, may cure the default or defaults. If the default consists of a failure to pay, when due, the default or defaults of the trust deed, the default may be cured by paying the sums secured by the trust deed, the default other than such portion of the unpaid amount due at the time of the cure other than such portion of the unpaid amount due at the time of the cure. If the beneficiary is capable of not then be due had no default occurred. Any other default required under the being cured may be cured by tendering the sums, in addition to curing the default or obligation or trust deed. If the cure shall pay to the beneficiary all costs and expenses, including the cost of enforcing the obligation of the trust deed and the costs of the trustee, and the costs of the attorney's fees not exceeding the amounts provided by law.

together with trustee's and mine of sale at the time and by law.

14. Therefore, the sale shall be held on the date and at the time and place designated in the power of sale by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels sold at public auction to the highest bidder for cash, payable immediately after the sale as required by law conveying said deliver to the purchaser without any covenant or warranty, express or implied, other than the title of the property sold, and without any obligation being applied. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any purchase made by the trustee, but including the purchase at the sale.

of the truthfulness of the foregoing statements, the grantor and beneficiary may purchase at the sale. 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 mortgage, (3) to all persons having recorded liens or claims against the interest of the trustee in the trust deed, in the order of their priority and (4) the balance, 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. The 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 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 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.

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 606.505 to 606.585.

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

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.

*Bryan J. Stuart*  
BRYAN J. STUART

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on January 2, 1990,  
by Bryan J. Stuart  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Harlene D. Addington*  
Notary Public for Oregon  
My commission expires 3-22-93

#### 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.

Grantor

SPACE RESERVED  
FOR  
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

*Aspen Title*  
*Attn: Collection Dept.*

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 8th day of Jan., 1991, at 10:37 o'clock A.M., and recorded in book/reel/volume No. M91 on page 401 or as fee/file/instrument/microfilm/reception No. 24463, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

*Evelyn Biehn*, County Clerk  
NAME TITLE

By *Debbie M. Mullins* Deputy

Fee \$13.00