

**TRUST DEED**

Vol. m9 / Page 1547

THIS TRUST DEED, made this 2nd day of January, 1911,  
D. EMMETT FUSSELL and ELIZABETH A. FUSSELL, husband and wife  
as Trustee, and

as Grantor, Mountain Title Company of Klamath County, as Trustee,  
DOUGLAS L. PRATT and SANDRA L. PRATT, as tenants by the entirety

as Beneficiary,

WITNESSETH:

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_\_ County, Oregon, described as:

Klamath \_\_\_\_\_

\_\_\_\_\_ to PIENA VISTA in the City of Klamath Falls, according to \_\_\_\_\_ County Clerk of Klamath County

Grantor irrevocably grants, bargains, sells, conveys and assigns unto the heirs and assigns of the said  
Klamath County, Oregon, described as:  
Lot 9, Block 1, FIRST ADDITION TO BUENA VISTA in the City of Klamath Falls, according  
to the official plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon. SUBJECT TO: The 88-89, 89-90, 90-91 real property taxes that are delinquent  
with Klamath County. The Grantor has agreed to assume and pay these taxes and to hold  
the Beneficiary harmless therefrom. (Note: Klamath County does charge interest on  
any and all owing taxes)  
THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR  
TO A FIRST TRUST DEED IN FAVOR OF ROBERT D. MATHIS.  
REFERENCE MADE A PART HEREOF

TO A FIRST TRUST DEED IN FAVOR OF

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

interests, hereditaments and appurtenances and all other rights and all fixtures now or hereafter

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 therunto 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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SUM OF SIXTY-FIVE AND NO/100—

subject to the terms of a promissory

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement, the sum of THIRTY THOUSAND SIX HUNDRED SIXTY-FIVE AND NO/100 (\$30,665.00) Dollars, with interest thereon according to the terms of a promissory note made and made by grantor, the final payment of principal and interest hereof, it

[illegible][illegible]

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 promptly repair, replace, maintain and protect in good and workmanlike manner any building or improvement on said property that is removed, damaged or destroyed.

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.

[illegible]

proper public office by filing officers or searching agencies as may be required.

4. To provide and continuously maintain insurance on the building 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, insurable value

[illegible]

any part thereof, may be taken, and the contractor shall be free from construction liens and to pay not cure or waive any default or notice of default herein, and to pay pursuant to such notice.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee 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 rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee's attorney fees are sought for the foreclosure of the deed, to pay all costs and expenses of suit for the foreclosure of the beneficiary's or trustee's attorney fees, including evidence of title and the beneficiary's or trustee's attorney fees, amount of attorney's fees and in the event of appeal from any judgment fixed by the trial court, grantor further agrees to pay such sum as the decree of the trial court, grantor further agrees as the beneficiary's or trustee's appeal court shall adjudicate reasonable as the beneficiary's or trustee's fees on such appeal.

It is mutually agreed that:

[illegible]

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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the property. The grantee, in any reconveyance may be described as the "person or persons 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 foregoing shall be no more than \$5.00 per hour. The Trustee shall be paid by the grantor.

[illegible]

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 this property, and the application or release thereof as aforesaid, shall not cure any defect or defectiveness in the title of said property, and no act done in reliance upon any default or notice of default hereunder or invalidate any act done in reliance upon such notice.

waive any default or notice of default hereunder in connection with the above described indebtedness security interest in payment of any indebtedness secured by this instrument at any time being of force and effect.

[illegible]

secured hereby whereupon the trustee has commenced foreclosure by advertisement thereof as then required by law and proceed to foreclose in the manner provided in ORS 86.735 to 86.795.

[illegible]

by law. 1.4 Otherwise, the sale shall be held on the date and at the time

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 in one parcel or in separate parcels and shall sell the parcel or parcels in one auction to the highest purchaser its deed in form as required by law or shall deliver to the purchaser its deed in form as required by law, express warranty, but without any covenant or fact shall be conclusively implied. The conditions in the deed of any matter including the trustee, but not the conditions thereof. Any person attending the sale.

the property so sold, applied. The recitals in the deed of any matters so sold, shall be true and correct, and the truthfulness thereof. Any person, excluding the trustee, but including the purchaser at the sale, who is not named herein.

15. When trustee sells pursuant to the powers provided herein, shall apply the proceeds of the sale to payment of (1) the expenses of the sale, (2) the obligation secured by the trust deed, (3) to all having recorded liens subsequent to the order of the trustee in and to his interests may appear in the order of their priority and deed as if any, to the grantor or to his successor in interest entitled surplus, may from time to time appoint a successor or

taken  
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table

deed as their interests may appear,  
surplus, if any, to the grantor or to his successor in interest;  
surplus.

— Trustee may from time to time appoint a successor or  
successor trustee appoin

16. Beneficiary may from time to time appoint a successor or any trustee named herein or to any successor trustee appointed under. Upon such appointment, and without conveyance to the trustee, the latter shall be vested with all title, powers and duties upon any trustee is named or appointed hereunder. Each such appointment shall be made by written instrument executed by beneficiary, and 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.

which, when recorded in the mortgage  
which the property is situated, shall be conclusive proof of the  
of the successor trustee.

neither an attorney, who is an active member of the Oregon State Bar, a bank, trust company or insurance company, nor a title insurance company authorized to insure title in the State of Oregon, as required by ORS 696.505.

liability, payment of its fees and conveyances, for cancellation, trustee may endorsement (in case of full reconveyance for the payment of the indebtedness; (b) join in the liability of any person for any map or plat of said property; (c) consent to the making of any map or plat of said property; (d) shall be a party unless such action or deed is by the trust.

(a) consent to the making of any map or plat of said property; (b) join in the liability of any person for any map or plat of said property; (c) consent to the making of any map or plat of said property; (d) shall be a party unless such action or deed is by the trust.

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

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),  
~~OR~~ (b) primarily for business, investment or other purposes (see Important Notice below).

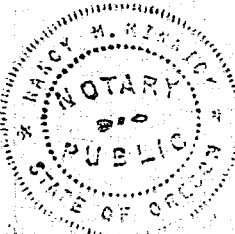
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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.

*D. Emmett Fussell*  
D. Emmett Fussell  
*Elizabeth A. Fussell*  
Elizabeth A. Fussell

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on January 4, 1991,  
by D. Emmett Fussell and Elizabeth A. Fussell,  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.



*Nancy M. Merrill*  
Nancy M. Merrill  
Notary Public for Oregon  
My commission expires 6/8/92

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Mountain Title Company of Klamath County, Trustee  
TO: \_\_\_\_\_

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.

D. Emmett Fussell and  
Elizabeth A. Fussell  
1101 Hanks Street  
Klamath Falls, OR 97601  
Grantor  
Douglas L. Pratt and  
Sandra L. Pratt  
4834 Lorraine Place  
Klamath Falls, OR 97603  
Beneficiary

AFTER RECORDING RETURN TO  
Mountain Title Company  
222 S. Sixth St.  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ) ss.  
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

## EXHIBIT "A"

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS SECOND AND SUBORDINATE TO THE TRUST DEED NOW OF RECORD DATED APRIL 20, 1988 AND RECORDED APRIL 25, 1988 IN VOLUME M88 AT PAGE 6534, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, IN FAVOR OF ROBERT D. MATHIS AS BENEFICIARY, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. DOUGLAS L. PRATT AND SANDRA L. PRATT, HUSBAND AND WIFE, BENEFICIARY HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF ROBERT D. MATHIS AND WILL SAVE GRANTORS D. EMMIT FUSSELL AND ELIZABETH A. FUSSELL HUSBAND AND WIFE, HARMLESS THEREFROM.

SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN, SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 24th day  
of Jan. A.D. 19 91 at 2:38 o'clock P.M., and duly recorded in Vol. M91,  
of Mortgages on Page 1547.  
Evelyn Biehn - County Clerk  
By Pauline Mullendore

FEE \$18.00