

TRUST DEED

26726

THIS TRUST DEED made this 6th day of
DE MONT D. HILL and LUCY M. HILL, Husband and Wife

BEND TITLE COMPANY

as Grantor, **CHARLES L. PANKEY and PAMELA L. PANKEY**, as tenants by the entirety

as Beneficiary, ~~BOOKED~~

WITNESSETH:

as Beneficiary, **WITNESSETH:**
 FPCA Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
 in **KLAMATH** County, Oregon, described as:
 Lot 40, Block 3, CHAPMAN TRACTS, according to the official plat thereof on file in the
 office of the County Clerk of Klamath County, Oregon.

TAX #2309 02500 02200 Key #133420

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 NINE THOUSAND AND 00/100** *(\$29,000.00)* Dollars, with interest thereon according to the terms of a promissory note dated _____, 20____, between said parties.

sum of TWENTY NINE THOUSAND AND 00/100 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, it

PURSUANT TO NOTE, 19... on which the final installment of said note

note of even date herewith, payable to beneficiary or order, on or before _____, 19____, and if not sooner paid, to be due and payable **PURSUANT TO NOTE** _____, 19____, on which the final installment of said note is due. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due. 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, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and the signature of the beneficiary, _____, on this _____ day of _____, 19____.

GRANTOR: _____

BENEFICIARY: _____

WITNESSES: _____

_____, _____, _____

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 to pay therefor 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 executions of such financing statements pursuant to the Uniform Commercial Code; if the beneficiary may require and to pay for all costs of all filing same; if the beneficiary may require and to pay for all costs of all lien searches made proper public office or offices, as well as the costs of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

by filing officers or searching agencies and may be destroyed.

4. To provide and continuously maintain insurance on the buildings now or hereafter located on said premises against loss or damage by fire and such other hazards as the beneficiary may hereafter require, in and to such amount not less than \$100,000.00, the beneficiary, written in an amount acceptable to the beneficiary, with loss payable to the latter; all companies of insurance shall be delivered to the beneficiary as soon as insured; policies of insurance shall be delivered to the beneficiary to procure any such insurance and to the grantor shall fail or any reason shall fail to procure any such insurance and to deliver said policies to the grantor now or hereafter placed on said buildings; the beneficiary shall procure the same at grantor's expense. The beneficiary shall procure any fire or other insurance policy may be applied by beneficiary under any indebtedness secured hereby and in such amount so collected, or may, at any time, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The premises free from construction liens and to pay all

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 the beneficiary; should the grantor fail to make payment of any taxes, assessments, premiums, liens or other charges payable by grantor, either directly or indirectly, to the beneficiary with funds with which to direct payment or by providing therefor, at its option, make payment thereof and make such payment, with interest at the rate set forth in the note and the amount so paid, with interest at the rate set forth in the note and the amount so paid, with the obligations described in paragraphs 6 and 7 of this hereby, together, shall be added to and become a part of the trust debt secured by this trust deed, without waiver of any rights arising from branch of any of the trusts described herein, and as the grantor, shall be bound to the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, shall be bound for the payment of the obligation hereby created, and all such payments shall be immediately due and payable, with same extent that the nonpayment thereof shall, at the option of the beneficiary, under notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

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 incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

less actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the said 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 for the foreclosure of the deed, to pay all costs and expenses, including evidence and attorney's fees, and the beneficiary or trustee's fees shall be deemed to be the attorney's fees mentioned in this paragraph unless ordered by the court at the trial court and in the case of the grantor to pay such sum as the appellate court shall determine to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

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 so elects, to require that all or any portion of the monies payable therefor shall be paid to beneficiary in excess of the amount required as compensation for such taking, including and attorney's fees necessarily paid or incurred by grantor in any proceedings, shall be paid to beneficiary in full, and the balance of the proceeds, shall be paid to beneficiary in full, as applied by it first in the payment of its taxes and other obligations, and then, if applicable, in the payment of its debts and liabilities, and then, if applicable, in the payment of its obligations to its creditors, and then, if applicable, in the payment of its obligations to its beneficiaries in such proceedings, and the balance applicable upon the indebtedness incurred hereby; and grantor agrees, at its sole expense, to take such actions 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 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 terms of any reconveyance may be described in any matters or facts shall legally entitle thereto," and the recitals thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

[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 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.

[illegible]

(13) After the trustee has commenced foreclosure by advertisement and in the manner provided in ORS 86.735 to 86.795, the trustee may cure the sale, and at any time prior to 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, the debt secured by the trust deed, the default may be cured by paying the sums secured by the trust deed, the default may be such portion as would entitle the lender to demand payment at the time of the cure other than a sum not then 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 of enforcing the trust deed, including attorney's fees and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

(14) Otherwise, the sale shall be held on the date and at the time and place which said sale may

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

15. The trustee may sell said sale may place designated in the notice of sale. The trustee may sell said property either be postponed as provided herein. The trustee shall sell the parcel or parcels in one parcel or parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed, covenant or warranty, express or implied, and the records in the deed of any matters of fact shall be conveyed, but including the truthfulness thereof. Any person, except the trustee, who is a party to the sale, shall be bound by the terms of the sale.

15. When trustee sells pursuant to powers provided herein, trustee shall apply proceeds of sale to payment of (1) the expenses of sale, in full; (2) the compensation of the trustee and a reasonable fee for trust's attorney; (3) to the obligation secured by the 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 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 and without conveyance to the successor or successors. Any appointment of a successor or successors by the beneficiary or beneficiaries of the trust created with all title, powers and duties hereinunder, to the trustee herein named or appointed hereunder, and any appointment and substitution shall be made by written instrument executed by beneficiary, in which, when recorded in the court records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of a 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 is or is about to be, or in which 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 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Covenants, Conditions, Restrictions, and easements of record.

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

BUYER AGREES THAT THERE IS TO BE NO TREES CUT 100 FT. FROM THE FRONT OF THE PROPERTY LINE. NO CLEAR CUTTING ON THE PROPERTY. SMALL PINES CAN BE CUT FOR FENCE POST OR FOR A BUILDING. TREES ARE TO BE CUT FOR IMPROVEMENTS TO PROPERTY ONLY.

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.

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

STATE OF OREGON,

County of Deschutes

This instrument was acknowledged before me on March 6, 1991, by

DE MONT D. HILL
LUCY M. HILL

Notary Public for Oregon

My commission expires: X 11/14/92

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

(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

10X 13300 05200 05500 KGA 1133450

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. 887)

STEVENS-NESS LAW FIRM, P.C., PORTLAND, OREGON

DE MONT D. HILL

LUCY M. HILL

CHARLES L. PANKEY

PAMELA L. PANKEY

Grantor

Beneficiary

AFTER RECORDING, RETURN TO:

KENCO DATA SERVICES, INC.

P. O. BOX 7286

BEND, OR 97708

Fee \$13.00

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 8th day of March, 1991, at 3:47 o'clock P.M., and recorded in book/reel/volume No. M91 on page 4234 or as fee/file/instrument/microfilm/reception No. 26726 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By P. C. M. M. Deputy