## 31448 MTC 25687 NM

## TRUST DEED

## Vol<u> m91</u> Page**12699** 🛞

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	THIS TRUST DEED, made this 25th day of MARK A. DICKERSON and MISTY F. COUCH, with rights of	June	19 91 bet	ween
•	MARK A. DICKERSON and MISTY F. COUCH, with rights of	survivorship		
	Mountain Witle Company of Vlamath Country			,
as (	rantor, Mountain Title Company of Klamath County GLENN COUGHRAN			
		••••••		
as I	eneficiary,			,
	WITNESSETH:			
	Grantor irrevocably grants, bargains, sells and conveys to trustee	in trust, with power of	sale, the pro-	pertv

SEE ATTACHED EXHIBIT "A" OF WHICH IS MADE A PART HEREOF BY THIS REFERENCE

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 connec-

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100------

-(\$58,500.00) Dollars, with interest thereon according to the terms of a promissory

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

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.

in Klamath County, Oregon, described as:

sold, conveyed, assigned or alienated by the grantor without first then, at the beneliciary's option, all obligations secured by this inst herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not pornove or denoish any building or improvement thereon; not to ornove the construction of the protect, preserve and maintain said property in good condition and repair; not 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 allecting said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for lilling same in the proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneliciary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by life and such other hazards as the beneliciary, with loss payable to the beneliciary in an amount not less than \$\frac{1}{2}\trace{11}\tr

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, beneliciary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all teasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it lirst upon any reasonable costs and expenses and attordey's tess, both in the trial and appellate courts, necessarily paid or incurred by the state of th

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (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 lacts shall be conclusive proof of the truthlulness therein. Trustee's lees 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 a court, and without regard to the adequacy of any security tor the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name sue or otherwise 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 teasonable attorney's lees 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 occered of tire and other insurance policies or compensation or awards for any taking or dange of the property, and the application or release thereof as aloresaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

property, and the application or release thereol as aloresaid, shall not cure or warve 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 secured hereby 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 direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event 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 ix 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 86.735 to 86.795.

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 86.753, may cure the default or defaults. It the default consists of a failure to pay, when due, sums secured 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 in 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 incurred in enfocing the obligation of the trust deed toglether with trustees and attorney's less not exceeding the amoun

together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. 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 at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchase its 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 matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

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 trustees attainey, (2) to the obligation secured by the trust 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 surplus, if any, to the granter or to his successor in interest may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest and the deed of their priority and (4) the surplus, if any, to the granter or to his successor in interest and the deed of their priority and (4) the surplus, if any, to the granter or to his successor in interest and the deed of their priority and (4) the surplus, if any, to the granter or to his successor in interest and the deed of their priority and (4) the surplus and t

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary move from time to time appoint a successor 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. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

3. 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.

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.

	parposes.
This deed applies to, inures to the benefit of and binds all par personal representatives, successors and assigns. The term beneficiary ecured hereby, whether or not named as a beneficiary herein. In cons lender includes the teminine and the neuter, and the singular number i	ties hereto, their heirs, legatees, devisees, administrators, executors, shall mean the holder and owner, including pledgee, of the contract struing this deed and whenever the context so requires, the masculine includes the plural.
IN WITNESS WHEREOF, said grantor has hereur	
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is of applicable; if warranty (a) is applicable and the beneficiary is a creditor is such word is defined in the Truth-in-Lending Act and Regulation Z, the eneficiary MUST comply with the Act and Regulation by making required isclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent compliance with the Act is not required, disregard this notice.	MARK A. DICKERSON MISTY F COUCH
by Mark A. Dickers	ledged before me on June 24, 1991,
This instrument was acknowledge to the street was acknowledge to t	ledged before me on, 19,
OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL OFFICIAL OFFI	Sun Sign Mundal  Notary Public for Oregon  Ny commission expires \$16. 13 1995
State of Oregon County of Klamath	July l, 1991
Personally appeared the above named and acknowledged the foregoing instrume deed.	Misty F. Couch ent to be her voluntary act and
WITNESS My hand and official seal.  Notary Public for Oregon My Commission expires: 6/8/92	(seal)
TRUST DEED  [FORM No. 181]  STEVENS.NESS LAW PUB. CO., PORTLAND, ORE.	STATE OF OREGON, County of
DEGUEDON (GOVERN	madracaived for record on the dow

My Commission expires:	6/8/92	Manual Ma
TRUST DEED  [FORM No. 181]  STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON, County of
DICKERSON/COUCH		was received for record on the
GLENN COUGHRAN 39550 North Fork Rd. Nehalem, OR 97131 Beneficiary	SPACE RESERVED FOR RECORDER'S USE	
AFTER RECORDING RETURN TO Mountain Title Company 222 S. Sixth St. Klamath Falls, OR 97601		County affixed.  NAME  TITLE  By

## EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situate in the NW 1/4 of the NW 1/4 of SW 1/4 of NW 1/4 of Section (11), Township (39) South, Range (9) East of the Willamette Meridian, Klamath County, more particularly described as follows:

Beginning at a point marked by an iron pipe in the center of a 60 foot Road, from which the Section corner common to Sections 2, 3, 10, and 11, Township (39) South, Range (9) East of the Willamette Meridian bears South 89 degrees 44 1/2' West along the center of said Road, a distance of 30 feet and North 0 degrees  $\bar{1}3$  1/2' West along the West Section line 1662.5 feet; thence North O degrees 1 1/2' West 131.25 feet along the East line of Summers Lane to an iron pipe and the true point of beginning; said point also being the North line of property described in Deed Book 316 page 546, Klamath County Deed Records; thence North O degrees 13 1/2' West along the West line of Summers Lane 101.25 feet to an iron pipe; said point being the South line of property described in Deed Book 321 page 274; thence South 89 degrees 55 1/2' East along the South line of property described in Deed Book 321 page 274, 190.5 feet to the center of Klamath Irrigation District drain 1-C-9-A; thence South 0 degrees 13 1/2' East along the centerline of said drain and parallel to the centerline of Summers Lane 101.25 feet to the Northeast corner of property described in Deed Book 316 page 546; thence North 89 degrees 55 1/2' West 190.5 feet to an iron pipe on the East line of Summers Lane to the point of beginning.

STATE OF OREGON:	COUNTY OF KLAMATH:	SS.

	for record at request	of Mountain Title Co. the the	2nd M91	day
of	July	A.D., 19 91 at 11:23 o'clock A M., and duly recorded in Vol. of Mortgages on Page 12699		,
FEE	\$18.00	Evelyn Biehn County Clerk By Quelene Mulender	: • <u></u>	
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