

31818

## TRUST DEED

Vol. 199 / Page 13503

THIS TRUST DEED, made this 24TH day of JUNE, 1991, between  
BIBLE BAPTIST CHURCH, AN OREGON NON-PROFIT CORPORATION

as Grantor, WILLIAM P. BRANDSNESS

SOUTH VALLEY STATE BANK

as Beneficiary,

as Trustee, and

## WITNESSETH:

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

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO.

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 -----ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100-----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it 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 ADVANCES AND 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:

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 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 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 and such other hazards as the beneficiary may from time to time require, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed 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 as beneficiary may determine, 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. 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 the debt secured by this trust deed becomes due and payable; should the grantor fail to make payment of such taxes, assessments and other charges, the beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, 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 secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with interest and the unpaid principal shall, at the option of the beneficiary, 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.

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 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 evidence of title and the beneficiary's or trustee's attorney's fees; the fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

## 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 as compensation for 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 proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, and both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own 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, by 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

JULY 1, 1996

WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

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 thereof, 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 a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, 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 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 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.

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 by advertisement and direct the trustee to foreclose this trust deed by 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 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 86.735 to 86.745.

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. If 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 is capable of 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 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 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 purchaser 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 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 subsequent to the interest of the trustee in the trust deed, 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 centered upon any trustee herein named or appointed hereunder. Each such appointment or 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 876.525 to 876.525.



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 (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.

BIBLE BAPTIST CHURCH

BY: Ken Pedersen, DEACON  
Wes Simonson, DEACON

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ ss.

This instrument was acknowledged before me on July 11, 1991, by Ken Pedersen and Wes Simonson, as Deacons of Bible Baptist Church.

Barlene D. Addington  
Notary Public for Oregon  
My commission expires March 22, 1993

#### 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 \_\_\_\_\_, 19\_\_\_\_.

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.

BIBLE BAPTIST CHURCH

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
801 MAIN STREET  
KLAMATH FALLS OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

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"

13505

PARCEL 1:

Beginning at a point on the West boundary of Wiard Street (formerly Miller Lane) which point lies South 88 degrees 59' West 50.4 feet and North 0 degrees 59' West a distance of 365 feet from the iron plug in the pavement which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence continuing North 0 degrees 59' West along the above mentioned Westerly right of way line of Miller Lane a distance of 65 feet to a point; thence South 88 degrees 59' West parallel to the above mentioned mid-section line a distance of 134.3 feet, more or less, to a point on the Easterly line of the tract heretofore deeded to Ruby C. Waters and recorded on Page 262 of Book 100, Deed Records of Klamath County, Oregon; thence South 0 degrees 34' East along the Easterly line of said Waters tract mentioned above a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the above mentioned mid-section line a distance of 134.7 feet to the point of beginning.

PARCEL 2:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane, which point lies South 89 degrees 49' West along the mid-section line which is also the center line of the Dalles-California Highway, a distance of 50.4 feet and North 0 degrees 59' West a distance of 300 feet from the iron plug in the pavement which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence: continuing North 0 degrees 59' West along the above mentioned Westerly right of way line of Miller Lane, a distance of 65 feet to a point; thence South 89 degrees 59' West parallel to above mentioned mid-section line a distance of 134.7 feet, more or less, to a point in the Easterly line of the tract heretofore deeded to Ruby C. Waters and recorded in Book 100 at Page 262, Deed Records of Klamath County, Oregon; thence South 0 degrees 34' East along the Easterly line of said Waters tract mentioned above a distance of 65 feet to a point; thence North 89 degrees 59' East parallel to above mentioned mid-section line, a distance of 135.2 feet to the point of beginning, in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Continued on next page



SAVING AND EXCEPTING parcel deeded to State of Oregon by Bible Baptist Church, an Oregon corporation by instrument dated May 3, 1964, recorded May 12, 1964 in Book 353 at Page 32, Deed Records of Klamath County, Oregon.

## PARCEL 3:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane and 235 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the centerline of the right of way of the Dalles-California Highway, and which point of beginning, also lies South 88 degrees 59' West, a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2, and North 0 degrees 58' West a distance of 235 feet from the iron pin in the pavement of the Dalles-California Highway, which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence South 88 degrees 59' West parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.6 feet, more or less, to a point on the Easterly line of the tract theretofore deeded to C. V. Holmes and Lucille Holmes, and recorded in Book 67 at Page 571, Deed Records of Klamath County, Oregon; thence North 0 degrees 34' West along the Easterly boundary of said Holmes tract mentioned above, a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.2 feet to a point which lies on the Westerly right of way line of Miller Lane and is 30 feet Westerly from the centerline of said Miller Lane; thence South 0 degrees 59' East along said Westerly right of way line of Miller Lane, a distance of 65 feet, more or less, to the point of beginning.

## PARCEL 4:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane and 170 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the center line of the right of way of the Dalles-California Highway and which point of beginning also lies South 88 degrees 59' West, a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2 and North 0 degrees 58' West a distance of 170 feet from the iron pin in the pavement of the Dalles-California Highway which marks the center of Section 2, Township 39 South,



Range 9 East of the Willamette Meridian, and running thence South 88 degrees 59' West parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 136.1 feet, more or less, to a point on the Easterly line of the tract heretofore deeded to C. V. Holmes and Lucille Holmes and recorded in Book 67 at Page 571, Deed Records of Klamath County, Oregon; thence North 0 degrees 34' West along the Easterly boundary of said Holmes Tract mentioned above a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.6 feet to a point which lies in the Westerly right of way line of Miller Lane, and is 30 feet Westerly from the centerline of Miller Lane; thence South 0 degrees 59' East along said Westerly right of way line of Miller Lane a distance of 65 feet, more or less, to the point of beginning.

## PARCEL 5:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the centerline of Wiard Street and 30 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the centerline of the right of way of the Dalles-California Highway and which point of beginning also lies South 88 degrees 59' West a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2 and North 0 degrees 59' West a distance of 30.0 feet from the iron pin in the pavement of The Dalles-California Highway which marks the center of said Section 2, and running thence South 88 degrees 59' West parallel with the Southerly line of the NW 1/4 of said Section 2 a distance of 68.55 feet, more or less, to the Southeast corner of parcel described in deed from Grace E. McNeal to Harry L. Wiard, et al., recorded in Book 318 at Page 663, Deed Records of Klamath County, Oregon; thence North 0 degrees 54' West along the East line of last mentioned parcel a distance of 140.0 feet to the Northeast corner thereof; thence North 88 degrees 59' East, parallel with the South line of the NW 1/4 of said Section 2, a distance of 68.55 feet, more or less, to a point on the West right of way line of Wiard Street and 30.0 feet West of the centerline thereof; thence South 0 degrees 59' East along said right of way line a distance of 140.0 feet, more or less, to the point of beginning.

LESS AND EXCEPTING portion conveyed to the State of Oregon for the widening of South Sixth Street by Deeds recorded in Book 357 at Page 229, and Book 361 at Page 134, Deed Records of Klamath County, Oregon.

Continued on next page



EXHIBIT "A" CONTINUED

13508

PARCEL 6:

Beginning at an iron pin on the Northerly right of way of the Dalles-California Highway which lies South 88 degrees 59' West along the East-West quarter line a distance of 111.83 feet and North 0 degrees 54' West a distance of 30 feet from the iron point in the center of the above mentioned highway which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence: Continuing North 0 degrees 54' West along a line which passes through the center of the 8 inch tile wall of Robinson's Grocery, a distance of 140 feet to an iron pin; thence South 88 degrees 59' West a distance of 74.9 feet to an old pin which was set in 1937; thence South 0 degrees 34' East a distance of 140 feet to a point which lies on the above mentioned highway's North right of way line 30 feet North at right angles from its center; thence North 88 degrees 59' East along the said Northerly right of way line a distance of 75.71 feet, more or less, in the SE 1/4 NW 1/4 Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission, by Deed recorded June 19, 1964 in Book 354 at Page 6, Deed Records of Klamath County, Oregon.

PARCEL 7:

The following described real property situated in the County of Klamath, State of Oregon:

Beginning at a point on the South boundary line of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, 1145 feet East of the Southwest corner of said SE 1/4 NW 1/4 of said Section 2; thence East 80 feet along the South boundary line of said SE 1/4 NW 1/4; thence North 545 feet to a point; thence West 80 feet to a point; thence South 545 feet to the point of beginning.

EXCEPTING THEREFROM all that portion contained in the right of way of the Dalles-California Highway as now constructed.

PARCEL 8:

A piece or parcel of land situate in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point which lies East 1073 feet and North 220 feet from the Southwest corner of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence West 8 feet; thence North 325 feet; thence East 30 feet; thence South 325 feet; thence West 72 feet to the point of beginning; being a portion of that parcel of land conveyed under a deed recorded in Book 232 at Page 59, Deed Records of Klamath County, Oregon.



## EXHIBIT "A" CONTINUED

## PARCEL 9:

A piece or parcel of land situate in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies East 1073 feet and North 155 feet from the Southwest corner of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running thence North 65 feet; thence East 72 feet; thence South 65 feet; thence West 72 feet, more or less, to the place of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co. the 11th day  
of July A.D., 19 91 at 3:10 o'clock P.M., and duly recorded in Vol. M91  
of Mortgages on Page 13503.

FEE \$38.00

Evelyn Biehn - County Clerk  
By Debbie Mueller