

Vol. 91 Page 15199

WITNESSETH:

Lots 14 and 15, Block 3, TRACT NO. 1046, ROUND LAKE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **\*\*\*THREE THOUSAND AND NO / 100ths\*\*\*\***

sum of \_\_\_\_\_ 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 per terms of note \_\_\_\_\_, 19\_\_\_\_, at the place and on which the final installment of said note

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:  
1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to 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, except when due, all costs incurred therefor.

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.

by filing officers or searching agencies under No. 4.

beneiciary

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 hazards as the beneficiary may from time to time require, in an amount not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be written in companies acceptable to the beneficiary, with loss payable to the latter; all insurance policies shall be delivered to the beneficiary as soon as insured; 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, then any policy of insurance so issued shall be at grantor's expense. The amount of the beneficiary may be secured by mortgage or by fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as may be determined, or at option of beneficiary the entire proceeds collected, or any part thereof, may be released to grantor upon application or release shall not cure or waive the liability of grantor to pay the full amount of the debt.

and to defend such notice.

act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and nonpayment of which may be levied or assessed upon or against said premises before any part of such taxes, assessments and other charges shall become past due or delinquent and promptly deliver receipts therefor to the grantor, and to make and pay all such taxes, assessments and other charges to beneficiary; should the grantor fail to make payment of any such taxes, assessments and other charges, the trustee shall, at its option, pay such taxes, assessments, premiums, insurance premiums, liens or other charges payable by the grantor, either by direct payment or by providing for such payment out of the trust funds with which to make such payment; the trustee may, at its option, make payment thereof, and the monies so paid, with interest at the rate set forth in the note secured by this deed, 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; the trust deed, shall be added to and become a part of the debt secured by each of any of the trust deed, without waiver of any rights and without release of the property covenants hereof and for such purposes as well as the grantor, shall be bound to the same and that they are bound for the payment of the obligation herein described, and that all such payments shall be immediately due and payable hereunder, and the nonpayment thereof shall, at the option of the beneficiary, without 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 constitute a breach of this trust deed.

6. To pay the interest and taxes 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 necessary to appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including any suit for the recovery of title and the beneficiary's or trustee's attorney's fees, the beneficiary or trustee shall be required to pay all costs and expenses, including the reasonable attorney's fees of the beneficiary or trustee, in and for the defense of the amount of attorney's fees mentioned in this paragraph 7 in the event of a judgment or decree of the trial court and in the event the court, on appeal, from any judgment or decree of the trial 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 fair market value of the property, be paid to beneficiary in the following manner: (a) the amount necessary to pay all reasonable costs, expenses and proceedings, shall be paid to beneficiary and attorney by the party taking the property; (b) the balance of the proceeds, shall be paid to beneficiary and attorney by the party taking the property by it first upon any reasonable costs and expenses and attorney's fees, and thereafter in equal installments over a period of five years; (c) the beneficiary in the trial and appellate courts, necessarily paid or incurred by the beneficiary in such proceedings, and the beneficiary on the indebtedness secured hereby, shall agree, 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 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 foregoing work 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 lue 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 payment of said indebtedness and/or performance, the beneficiary may cause the property secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by filing a notice of sale with the county clerk and thereafter to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary fails to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of sale and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall proceed to foreclose this trust deed thereon as then required by law and proceed to foreclose this trust deed.

ORS 86.735 to 86.795.

13. Alter 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 obligated by ORS 87.675, may cure the default or defaults. If a default consists of a failure to pay, when due, the sum(s) secured by the trust deed, the default may be cured by paying the sum(s) due amount due at the time of the cure other than such portion as the grantor or any other person so obligated by ORS 87.675, is obligated to pay if not then be due had no default occurred. Any other default to be cured by the grantor or any other person so obligated by ORS 87.675, required under the being cured may be cured by tendering the sum(s) in addition to curing the default or obligation or person else. In any cure shall pay to the beneficiary all costs and expenses, including attorney's fees 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 in one parcel or in separate parcels, and 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 of any kind. The recitals in the deed so made by the trustee shall be conclusive proof 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) 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, (4) their interests may appear in the order of their priority and (4) the surplus, 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 the death of the trustee or the death of the beneficiary, 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 signed by the beneficiary, and substitution shall be made by written records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of any 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 this 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 696.005 to 696.505.

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.

*Greg Rice*  
GREG RICE

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on August 2, 1991,  
by GREG RICE

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

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

#### 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.

GREG RICE

Grantor

PHILLIP DEPRATO and MAE DEPRATO  
426 MCLEAN  
KLAMATH FALLS, OR 97601

Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 2nd day of Aug., 1991, at 2:16 o'clock P.M., and recorded in book/reel/volume No. M91 on page 15199 or as fee file/instrument/microfilm/reception No. 32769, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, county Clerk  
NAME TITLE

By D. A. Munnell Deputy

Fee \$13.00