

33743

ASPEN 37368

TRUST DEED

Vol. m91 Page 17043

THIS TRUST DEED, made this 22nd day of August, 19 91,
 between David and Kimberly Davis, as Grantor,
Aspen Title and Escrow, Inc., as Trustee, and
Associates Financial Services Company of Oregon, Inc., as Beneficiary,
259 Barnett Rd, Suite J, Medford, OR, 97501

WITNESSETH:

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

The $\frac{1}{4}$ of Lot 1 and the Easterly 7.9 feet of the $\frac{1}{4}$ of Lot 2, Block 46, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of \$ 16018.45, payable in 72 monthly installments: 1 at \$ 255.03 followed by 71 at \$ 222.02 followed by 0 at \$ 0, with an Annual Percentage Rate of 18.96 %, with a principal balance of \$ 9974.99, and any extensions thereof; (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

The agreed rate of interest is (check applicable box):

- ☒ 17.02 % per year on unpaid principal balances.
☐ 36% per year on that part of the unpaid principal balance of \$500 or less; 30% per year on that part of the unpaid principal balance over \$500 and not exceeding \$1,000; and 24% per year on that part of the unpaid principal balance which is more than \$1,000.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. 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.

3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.

6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at the agreed rate shown above until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.

11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.

12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.

13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest 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.

14. For any reason permitted by law, the 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 conferred upon any trustee herein named or appointed hereunder.

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 beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary date of the recording of this deed and, upon the happening of such event, the grantor shall execute and cause to be recorded a deed of reconveyance. If this option is exercised, the grantor will be deemed to have waived the right to exercise any remedies provided under this trust deed.~~

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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, the grantor has hereunto set his hand and seal the day and year first above written.

Witness

David Davis
Grantor

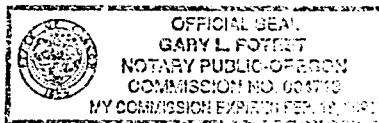
Witness

Kimberly Davis
Grantor

STATE OF OREGON)

) SS.

County of Jackson)



Personally appeared the above named David and Kimberly Davis and

acknowledged the foregoing instrument to be THEIR voluntary act and deed.

Before me: Angela R. Pelt

My commission expires: 2/18/97
Notary Public

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 26th day of Aug. A.D. 19 91 at 3:41 o'clock P.M., and duly recorded in Vol. M91 of Mortgages on Page 17043.

FEE \$13.00

Evelyn Biehn County Clerk
By Danielle M. Nunez

Return: ATC

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.

OREGON DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION
Vital Records Unit
CERTIFICATE OF DEATH

I.D. TAG NO.
5451

528
Local File Number

Local File Number

136-

State File Number

528

CERTIFICATE OF DEATH

State File Number

Date of Death (Month, Day, Year)

Local File Number

1. DECEDENT'S NAME First: William Middle: Lee Last: COPELAND		2 SEX M	3 DATE OF DEATH (Month, Day, Year) December 15, 1990
4 SOCIAL SECURITY NUMBER 553-46-4877		5a AGE - Last Birthday (Years) 55	5b Under 1 Year Mos. Days Hours Mins
6 BIRTHPLACE (City and State or Foreign Country) Sudan, Texas		7 DATE OF BIRTH (Month, Day, Year) June 28, 1935	
8a PLACE OF DEATH (Check only one) OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify) _____			
8 WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9c CITY, TOWN, OR LOCATION OF DEATH Klamath Falls	
9d FACILITY NAME (If not institution, give street and number) Merle West Medical Center		9d COUNTY OF DEATH Klamath	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Pallet Maker		10b. KIND OF BUSINESS/INDUSTRY Forest Products	
11 MARITAL STATUS - Married Never Married, Widowed, Divorced (Specify) Married		12 SPOUSE (If Married, Widowed) Elisabeth G. Copeland	
13a RESIDENCE - STATE Oregon		13b COUNTY Klamath	
13c CITY, TOWN, OR LOCATION Klamath Falls		13d STREET AND NUMBER 759 California Avenue	
14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes. If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Specify _____		15 RACE American Indian, Black, White, etc. (Specify) White	
16a INSIDE CITY LIMITS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		16b ZIP CODE 97601	
17 FATHER - NAME first middle last Fornia W. Copeland		18 MOTHER - NAME first middle maiden Mary - Winfield	
19a METHOD OF DISPOSITION <input type="checkbox"/> Mausoleum <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) _____		19b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Klamath Cremation Service	
20a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Bernice Reid</i>		21b LICENSE NUMBER (Of Licensee) 3329	
22 NAME, ADDRESS AND ZIP OF FACILITY O'Hair's Funeral Chapel, Inc. 515 Pine St., Klamath Falls, OR 97601		23 REGISTAR'S SIGNATURE <i>Nancy Kennedy</i>	
24 DATE FILED (Month, Day, Year) DEC 17 1990		25 DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	
TO BE COMPLETED BY CERTIFYING PHYSICIAN			
27 TIME OF DEATH M		28 WAS MEDICAL EXAMINER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29 To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) _____			
30 DATE SIGNED (Month, Day, Year) December 17, 1990			
TO BE COMPLETED ONLY BY MEDICAL EXAMINER			
31a TIME OF DEATH 8:40 P. M.		31b DATE PRONOUNCED DEAD (Month, Day, Year, Hour) December 15, 1990 8:40 P. M.	
32 On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) _____ M.D., M.E. COUNTY Klamath			
33 DATE SIGNED (Month, Day, Year) December 17, 1990			
34 NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) Jon G. McKellar, M.D., M.E., 2300 Clairmont Street, Klamath Falls, Oregon 97601			
35 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			
CONDITIONS IF ANY WHICH GIVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST			
CAUSE OF DEATH			
36 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest			
PART I (a) Atherosclerotic Cardiovascular Disease DUE TO, OR AS A CONSEQUENCE OF: (b) _____ DUE TO, OR AS A CONSEQUENCE OF: (c) _____ OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I			
40 MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide		41a DATE OF INJURY (Month, Day, Year) 41b TIME OF INJURY M <input type="checkbox"/> Yes <input type="checkbox"/> No 41c INJURY AT WORK? 41d DESCRIBE HOW INJURY OCCURRED	
41e PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		41f LOCATION (Street and Number or Rural Route Number, City or Town, State)	

RESERVED FOR REGISTRAR'S USE

STATE OF OREGON DEPARTMENT OF HEALTH DIVISION OF VITAL RECORDS AND STATISTICS COPY

452 RE-1000

THIS IS A TRUE AND EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT ON WHICH IT IS BASED.
REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

452 AF: 44

DATE ISSUED DEC 17 1990

DONNA A. VERLING
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: SS.

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Mrs. Copeland the 26th day
of Aug. A.D., 19 91 at 3:41 o'clock P M., and duly recorded in Vol. M91
of _____ of Deeds on Page 17045.
Evelyn Biehn, County Clerk

FEE \$8.00

Return: Mrs. Copeland
759 California, Klamath Falls, Or. 97601