


Vol. m9/ Page 19328 

19

September, 1991, between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
RICHARD T. DUDY & JEANNE S. DUDY, or the survivor thereof

as Beneficiary,

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 EXHIBIT A 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 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 ONE THOUSAND AND NO / 100ths** Dollars with interest thereon according to the terms of a promissory

sum of TWENTY ONE THOUSAND AND NO / 100ths 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 1911, on which the final installment of said note is due and the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and no interest therein is sold, agreed to be

not sooner paid, to be due and payable per terms of note 19.

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; 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 by fire, explosion, flood, wind, earthquake, or any other cause, when due all costs incurred therefor.

3. To comply with all laws relating said property; if the beneficiary so requests, to obtain and file financing statements pursuant to the Uniform Commercial Code; to cause to be filed in the public office the plan of the building, and to cause to be filed in the public office or offices, as well as the cost of such filing 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 now or hereafter owned on the said premises against loss or damage by fire and other hazards as the beneficiary may from time to time require, in an amount not less than \$ not applicable payable to the latter; all companies acceptable to the beneficiary, or the beneficiary as soon as insured; policies of insurance shall be in any reason to procure any such insurance and to let the grantor shall be to the beneficiary at least fifteen days prior to the delivery said policy to the beneficiary at said buildings, and in any policy of insurance now or hereafter placed upon the buildings, the beneficiary may procure the same at the same rate of premium. 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. The 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 beneficiaries free from construction liens and to pay all act done pursuant to such notices, the grantor hereby agrees to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver to said beneficiaries the proceeds of any sale of any taxes, assessments or charges should the grantor fail to make said taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing benefits with funds with which to make such payment, beneficiary, in its own opinion, 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 provisions hereof and for such payments, with interest as aforesaid, the proprietors hereof and for such payments, with interest as aforesaid, shall be bound to the city, hereinbefore described, as well as the payment of the obligation herein same extent that they are bound to make immediately due and payable with- described, and all such payments shall be immediately due and payable with- out 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 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 the beneficiary's or trustee's fees; including evidence of the fees mentioned in this paragraph 7 in all cases shall be the amount of attorney's fees mentioned in this paragraph 7 in any judgment or fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees that 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:

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, to elects, to require that all or any portion of the monies payable in compensation for such taking, which are in excess of the monies necessarily paid or to pay all reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and attorney's fees, applied by it first upon any and all costs and expenses and attorney's fees, 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 execute such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request; and upon written request of beneficiary, to execute such instruments as shall be necessary to carry out the foregoing.

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 alloting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plot 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 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 entitled thereto," and the recitals therein of any matters or facts shall legally entitle them to, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the above services provided 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 mail, proceed to be appointed by a court, and without further notice, to take possession of said property and the proceeds thereof, and to sell, lease, convey, or otherwise dispose of said property, in its own name and for its own use and benefit, and to apply the same, issues and profits, including those past due and to become due, to the payment of the indebtedness of grantor hereunder, and to the payment of reasonable attorney's fees and expenses of operation and collection, and in such order as beneficiary's legal counsel may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire 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 performance of any agreement hereunder, title being of the hereby or in respect to such payment and/or performance, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable, the beneficiary may elect to foreclose the trust deed, to foreclose this trust deed by in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may 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 shall cause to be recorded his written notice of election to foreclose, and the trustee shall execute and cause to be recorded his written notice of election to foreclose, and 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 pursuant to the provisions of ORS 86.735 to 86.795.

[illegible]

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 and the land or lands of the trust shall be sold either in parcels or in separate parcels and shall sell the parcels or parcels of land to the highest bidder for cash, in the form as required by law conveying shall deliver to the purchaser in the form as required by law conveying the title to the property sold but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusively proved by the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall pay the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and of the attorney, (2) to all persons having recorded liens or claims may appear in the order of their priority and (4) to the interest of the trustee in the trust deed as such interest may appear to his successor in interest entitled to such surplus, from time to time appoint a successor, or successors,

surplus, if any, to the grantor or to his successor or successors.

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 by or without conveyance to the successor trustee, the land hereby conveyed with all title, powers and duties contained herein shall remain vested with all title, powers and duties contained herein in said trustee herein named or appointed hereunder. Eminent domain proceedings against the trustee herein named or appointed hereunder shall be prosecuted by beneficiary, and substitution shall be made by written instrument duly 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 a new trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in 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 696.505 to 696.585.

501 250 24 24 35

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).
~~OR~~

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.

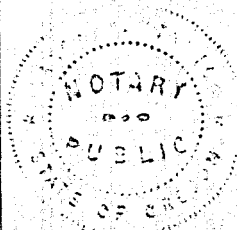
William T. Merrill
WILLIAM T. MERRILL

PAULINE E. MERRILL
Pauline E. Merrill

STATE OF OREGON, County of *Klamath*) ss. *9/24, 91*
This instrument was acknowledged before me on
by WILLIAM T. MERRILL and PAULINE E. MERRILL

This instrument was acknowledged before me on
by _____, 19____,
as _____,
of _____

Nancy McMillin
Nancy McMillin
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.

WILLIAM T. MERRILL and PAULINE E. MERRILL.
5013 WASHBURN WAY
KLAMATH FALLS, OR 97603

RICHARD T. DUDY and JEANNE S. DUDY
3511 EVERGREEN DR.
KLAMATH FALLS, OR 97603

Beneficiary

MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY

32045

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

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.

By _____ Deputy

MTC NO: 26286-NM

EXHIBIT A
LEGAL DESCRIPTION

The W 1/2 of the NW 1/4 of the NW 1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land situated in the W 1/2 NW 1/4 NW 1/4 of Section 7, 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 the Northwest corner of said Section 7; thence South 00 degrees 17' 18" West, along the West line of said Section 7, 458.13 feet; thence East 664.75 feet to a point on the East line of said W 1/2 NW 1/4 NW 1/4; thence North 00 degrees 04' 20" West 454.28 feet to the W-W 1/64 corner common to said Section 7 and Section 6; thence North 89 degrees 40' 00" West 661.88 feet to the point of beginning, with bearings based on the Survey of Major Land Partition 36-87.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 24th day
of Sept. A.D., 19 9 at 3:35 o'clock P.M., and duly recorded in Vol. M91
of Mortgages on Page 19328

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline M. Buehler