39330

TRUST DEED

Vol.<u>m92</u> Page 137

THIS CONNIE OUI					January	, 19 92 , betwe	er:
WKIMWWZWA	W. R. R. W. J. W. L. W.	•••••	•••••••••	••••••	4		
as Grantor	MOUNTAIN TIT	LE COMPANY O	F KLAMATH	COUNTY		as Trustee, a	ınc

as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS & LOAN, AS BENEFICIARY.

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

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and prolits thereof and all fixtures now or herealter 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

TWENTY FOUR THOUSAND AND NO / 100ths**

DAVID L. NEESE & KATHY L. NEESE or the survivor thereof

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. 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.

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instr therein, 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 denolish any building or improvement thereon; not to compilet 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 coats incurred therefor.

3. To comply with all laws, ordinances, redulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in ascending such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to the Uniform Commercial Code as the beneficiary may require and to all lien searches made by illing officers or searching agencies as may be deemed desirable by the beneficiary of the said premises against loss or damage by lire and such other hazards asceptable pendictary, two from the said premises against loss or damage by lire and such other hazards asceptable pendictary, two flows in the said premises against loss or damage by lire and such other hazards asceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall isil for any reason to procure any such insurance and to deliver said policies to the beneficiary at least lifter days promise in the continuous procure any such insurance and to deliver said policies to the beneficiary at least lifter days promise in the continuous procure and such notice.

1. To keep said premises free from construction insurance and to deliver said policies to the beneficiary and the stantor's expense. The amount collected many part thereof, may be released to grantor. Such application or release shall not cure or

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, 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 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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons to person the property of the grantee in any reconveyance may be described as the "person or persons to persons to persons the grantee in any reconveyance may be described as the "person or persons to the grantee in any reconveyance may be described as the "person or persons the grantee in the property of the property of the grantee in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either thout repard to the adequacy of any security or the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name suc or otherwise collect the rents, issues and prolits, 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 prolits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage 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.

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 make hereby immediately due and payable. In such an event type and the application or selection may proceed to foreclose this trust deed in the manneer provided may be applicated by flaw and proceed to foreclose this trust deed in the manneer p

and expenses actually incurred in enforcing the obligation of the trust deed together with trustees 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 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 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.

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 of (1) the expenses of sale, including the compensation of the trustee and of (1) the expenses of sale, including the compensation of the trustee and of (1) the expenses of sale, including the compensation of the frustee and of (1) the expenses of sale, including the compensation of the frustee and of (1) the expenses of sale, including the compensation of the frustee and of (1) the expenses of sale interest and the sale.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor trustee happointed near the sale by trustee in the mort/sale 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 prov

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 lows 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Trust Deed recorded in Volume M85, page 5004, Microfilm Records of Klamath County, Oregon in favor of Klamath First Federal Savings & Loan Association, as Beneficiary

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 it 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. QUÍNTERO This instrument was acknowledged before me on OFFICIAL SEAL LINDA L. HAUG NOTARY PUBLIC - OREGON COMMISSION NO. 006457 MY COMMISSION EXPIRES MAY 01, 1995 Notary Public for Oregon My commission expires 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 Beneticiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyonce will be mode.

STATE OF OREGON, TRUST DEED County of (FORM No. 881) I certify that the within instrument was received for record on theday CONNIE QUINTERO P.O. Box 782 Tulelake, CA 96134 in book/reel/volume No. on SPACE RESERVED or as fee/file/instru-DAVID L. NEESE and KATHY L. NEESE page FOR ment/microtilm/reception No...... 5491 LOMBARDY LANE RECORDER'S USE Record of Mortgages of said County. KLAMAH FALLS, OR 97603 Witness my hand and seal of Beneticiary County affixed. MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY garana $M^{*}(\mathbb{R}^{d})$ Deputy

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in the SW1/4 NW1/4 of Section 15, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is South 00 degrees 14'00" West 30.00 feet and South 89 degrees 46'00" East 28.40 feet from the Northwest corner of the SW1/4 NW1/4 of said Section 15, thence South 29 degrees 15'44" East 333.76 feet along the Easterly bank of the Malin Irrigation District Low Line Canal to the true point of beginning of this description, thence South 89 degrees 46'00" East 305.20 feet, thence South 00 degrees 10'00" West 120.50 feet, thence South 89 degrees 46'00" East 53.50 feet to the Northwest corner of that parcel of land described in Deed Volume M72, page 10615, thence South 0 degrees 14'00" West 69 feet to the Southwest corner of that same parcel as described in Deed Volume M72, page 10615, thence North 89 degrees 46'00" West 528.72 feet to a point on the Easterly bank of the Malin Irrigation District Low Line Canal, thence North 8 degrees 14'00" East along said Easterly bank 71.17 feet; thence continuing along said Easterly bank North 10 degrees 16'00" West 101.00 feet, thence North 29 degrees 16'00" West 18.74 feet more or less to the true point of beginning.

TOGETHER WITH a 1973 PACFA 2U Mobile Home, Oregon License #89947, and Serial #24AGCS0033 which is situate on the real property described herein.

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 04/05/85, in Volume M85, Page 5004, Microfilm Records of Klamath County, Oregon, in favor of KLAMATH FIRST FEDERAL SAVINGS & LOAN, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of KLAMATH FIRST FEDERAL SAVINGS & LOAN, and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

The Grantors herein agree to reimburse the Beneficiary herein directly in a lump sum payment for the 1992/1993 Real Property and 1992/1993 Mobile Home taxes upon receipt of statement showing said taxes are paid in full. All future taxes after 1992/1993 fiscal year shall be the sole responsibility of the undersigned and we agree to provide Beneficiary proof of paid taxes and insurance annually.

Filed for re-	OREGON: CO	of Mountain Title Co. the 3rd day A.D., 19 92 at 9:26 o'clock A.M., and duly recorded in Vol. M92 of Mortgages on Page 137 fevelyn Biehn County Clerk By Author Mulander
FEE	\$18.00	5 —