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THIS TRUST DEED, made this HARRY F. CUILLARD and MARGARET	COLLINS, husband and wi	January fe		1992 , between
as Grantor, MOUNTAIN TITLE COMP	ANY OF KLAMATH COUNTY	C-1	· · · · · · · · · · · · · · · · · · ·	as Trustee, and
JERRY O. ANDERSON		v 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	•••••	

as Beneficiary,

WITNESSETH:

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

Lots 9 and 10, and the South 12 feet of Lot 11, Block 55, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

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 hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-

rith said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **FORTY FOUR THOUSAND FIVE HUNDRED AND NO / 100ths*****

Dollars, with interest thereon according to the terms of a promisory mot one paid, to be due and payable. FER TERMS OF NOTE

The date of maturity of the debt secured by this intrument is the date, stated above, on which the final installment of said note the construction of the debt secured by this intrument is the date, stated above, on which the final installment of said note the date of the date of the debt secured by this intrument is the date, stated above, on which the linal installment of said note the date of the date of

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, espenses and altorney's feecessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lists upon any reasonable costs and expenses and altorney's lees, 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 lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting 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

together with trustee's 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 self said property either in one parcel or in separate parcels and shall self the parcel or parcels are 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 that 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 truthuliness thereof. Any person, excluding the trustee, but including the grantor and beneliciary, 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 express of sale, including the compensation of the trustee and a reasonable harder by trustee attorney, (2) to the obligation secured by the trust of, (3) to all persons attorney, (2) to the obligation secured by the trustee in the trust deed as 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. Beneliciary may from time to time appoint a successor or success.

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 hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be rested with all little, powers and duties conferred trustee, the latter shall be needed by written instrument executed by beneficiary, and substitutions be made by written instrument executed by beneficiary and substitutions is sinused, shall be convinciously provided in the made by written instrument executed by beneficiary of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and obligated to mode a public record as provided by law. Trustee is not obligated to made a public record as provided by law. Trustee is not obligated to made a public record as provided by law. Trustee is not obligated to made 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 excrow agent licensed under ORS 696.595 to 696.595.

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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 except Trust Deed recorded August 4, 1978, in Volume M78, page 17078, Microfilm Records of Klamath County, Oregon, in favor of Zarco, Inc., an Oregon corporation who subsequently assigned to Western Bank, an Oregon bnaking corporation 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 benetit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneticiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneticiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the terminine 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 ward 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. NEVADA STATE OF OREGON'S County of .. This instrument was acknowledged by HARRY F. CUILLARD and MARGARET This instrument was acknowledged before me TANIA L. MAFFETT Notary Public-State of Nevada Appointment Recorded in Washoa County Nofary Public for @xagon xpires HY APPOINTMENT EXPIRES JAN. 2, 1995 /Nevada PROUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 14 60 Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, TRUST DEED County of (FORM No. 8811 I certify that the within instrument STEVENS NESS LAW PUB. CO., PORTLAND, ORE. HARRY F. CUILLARD and MARGARET COLLINS 200 KENNEDY DR. RENO, NV 89506 SPACE RESERVED

was received for record on theday ato'clockM., and recorded in book/reel/volume No. on or as fee/file/instru-FOR JERRY O. ANDERSON ment/microfilm/reception No....., RECORDER'S USE 2340 WATSON Record of Mortgages of said County. KLAMATH FALLS, OR 97601 Witness my hand and seal of un ba kraselas commiss Beneficiary County affixed. MOUNTAIN TITLE COMPANY 15 OF KLAMATH COUNTY Deputy Maria 2050 933411

EXHIBIT "A"

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 08/04/78, in Volume M78, Page 17078, Microfilm Records of Klamath County, Oregon, in favor of WESTERN BANK, an Oregon banking corp., 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 WESTERN BANK, an Oregon banking corp., 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.

STATE OF OREGON: COUNTY OF KLAMA	ATH: SS.	
Filed for record at request of	Mountain Title Co.	the 16th day
of Jan. A.D., 19 92	at 3:33 o'clock PM., and duly	recorded in Vol
of	Mortgages on Page 1020	· ·
	Evelyn Biehn	
FEE \$18.00	By Quelene	Mullendire