

42440

**TRUST DEED**

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THIS TRUST DEED, made this 11th day of February, 1992 between

made this 11th day of September, 1992, between  
MICHAEL E. LOAN  
 as Grantor, OPEN TITLE & ESCROW  
REUTERS INC., A NEVADA CORPORATION, as Trustee, and  
 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:

Parcel 13, Block 81, Klamath Falls Forestry Estate, Highway 66, Unit 4,  
Klamath County, Oregon

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, contents and furniture of the same, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THREE THOUSAND FIVE HUNDRED & NO/100 (\$3,500.00) —

(P 3,304.00)  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment according to the terms of a promissory  
not sooner paid, to be due and payable \_\_\_\_\_ Dollars, with interest thereon according to the terms of a promissory  
The date of maturity \_\_\_\_\_ MARCH 15 \_\_\_\_\_ the final payment of principal and interest hereof if

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 herein, shall become immediately due and payable.

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

1. To protect the security of this trust deed, grantor agrees:  
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 thereon, and pay when due all costs incurred therefor.
3. To comply with all laws and ordinances.

3. 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.

4. 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 \$ \_\_\_\_\_, to be paid to the beneficiary or to the companies acceptable to the beneficiary.

companies and acceptance to the beneficiary, with loss payable to the latter; written in full and insurance shall be delivered to the beneficiary as soon as insured; and if the grantor, for any reason to procure any such insurance, deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance, the beneficiary hereafter placed on said building, directed under any fire or other insurance policy may expense. The amount claimed by the insured, indebtedness secured hereby and in such order, beneficiary may determine. In the option of beneficiary the entire amount so collected, in any part thereof, may be released to grantor. Such application or release shall not cure or waive any default. Notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with the funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with all 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 right to claim from breach of any of the covenants hereof and for such payments, with interest, from breach of any of the covenants hereinbefore described, as well as the grantor, shall be bound to the extent that they are bound for the payment of the obligations hereinbefore described, and all such payments shall be immediately due and payable with 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 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.

to act in and defend any action or proceeding purporting to action or proceeding in which the beneficiary or trustee; and in any suit, action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including the beneficiary's or trustee's attorney's fees, including the amount of attorney's fees of the beneficiary or trustee's attorney's fees, as fixed by the trial court and in the event of this paragraph 7 in all cases shall be paid by the trial court, grantor further agrees to pay such amount of judgment or settlement as the 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 any portion of the monies payable as compensation for such taking, which are in excess of the amount so required for the title costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable and proper expenses and attorney's fees incurred in the trial and appellate courts, necessarily incurred by beneficiary in such proceedings, and the balance applied upon the balance then due hereby; and beneficiary agrees, at its own expense, to take such actions and execute such instruments as may 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 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 he grants; and (e) 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 services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by the mortgagor, the mortgagee shall have the right to

Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, cause the property of grantor to be sold to satisfy the indebtedness hereby secured, and regard to the adequacy of any security or any part thereof, in its own name and upon and take possession of said property and profits, including those past due and to or otherwise collect the rents, issues, and profits of operation and collection, including and apply the same, and the attorney's fees upon any indebtedness secured hereby, and in such order.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of life and other insurance policies or compensation or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, shall not constitute a breach of the lease hereunder, nor shall it waive any default or notice of default thereof as aforesaid, shall not cure or purport to cure any 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 the performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in and to the mortgage or direct the trustee to foreclose this trust deed by advertisement as provided in the mortgage and to take any and all legal 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 or his trustee shall execute and cause to be recorded his written notice of sale and his election to foreclose and to sell the property secured hereby and the sums secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and shall proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.785.

13. After the trust is established in OHS 85-735 to 86-795, sale, and at any time prior to 5 days after the commencement of the sale, the grantor or any other person so privileged by the trustee conducts the sale, the default or defaults, if the default consists of a failure to pay, may be cured by the trustee by paying the entire amount due at the time of the default, the default may be cured by paying the not then be due had no default occurred. Any portion of such payment as would be required to be paid by the trustee to the beneficiary is capable of being waived by the trustee by tendering the performance required by the obligation, the person effecting any such waiver, in addition to curing the default or defaults, and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amount of the sum secured 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 shall sell the property either in one or in separate parcels and shall sell the parcels in the order of the auction to the highest bidder. The trustee shall deliver the parcels to the purchaser its deed in full payment at the time of sale. Trustee shall sell the property as is, without any covenant or warranty by law conveying the same, and without any warranty of title, and without any representation or implied. The recital of the facts in this deed shall be deemed to be the truthfulness thereof. Any statement of fact shall be conclusive proof of the grantor and beneficiary, any 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, in-  
attorney, (2) the obligation secured by the trust deed, (3) to all persons  
having recorded liens subsequent to the interest of the trust 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, apportioned

16. Beneficiary may from time to time appoint a successor or successors to or beneficiaries named herein or to any successor trustee appointed hereunder. Upon such appointment, 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 in full. Each such appointment shall be made by written instrument of which the beneficiary, hereinafter which, when made on the mortgage 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 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, shall be a party unless such action or proceeding is brought by trustee.

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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF California  
County of Riverside } ss.  
This instrument was acknowledged before me on February 11, 1992, by Michael E. LONG

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_

Rosan D. Clark  
(SEAL) Notary Public for California  
My commission expires: 10/26/93  
OFFICIAL SEAL  
ROSAN D. CLARK  
Notary Public-California  
RIVERSIDE COUNTY  
My Commission Expires  
October 26, 1993

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

REQUEST 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 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 \_\_\_\_\_, 19\_\_\_\_.

DATED: \_\_\_\_\_, 19\_\_\_\_

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.

Michael E. Long

Grantor

REAGUETT INC  
2001 E PLANNING & 204  
LAT VERA AV 99117

Beneficiary

AFTER RECORDING RETURN TO

REAGUETT INC  
2001 E PLANNING & 204  
LAT VERA AV 99117

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instrument was received for record on the 20th day of March, 1992, at 8:43 o'clock AM, and recorded in book/reel/volume No. M92 on page 5839 or as fee/file/instrument/microfilm/reception No. 42440, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Riehn, County Clerk  
NAME  
By Debra M. Mullins, Deputy  
TITLE

Fee \$15.00