

46624

**TRUST DEED**

Vol. m92 Page 13841

MTC#-27858-MK

June

19 92, between

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and  
ROBERT D. JOHNSON & FLORA E. JOHNSON, 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:

The South 75 feet of Lot 373 in Block 122 of MILLS 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, Oregon.

PURCHASERS to pay taxes and insurance and provide receipt to seller.

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 SEVEN THOUSAND AND NO / 100ths\*\*\*\* Dollars with interest thereon according to the terms of a promissory

sum of \*\*TWENTY SEVEN THOUSAND AND NO / 100 CENTS 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 19, on which the final installment of said note is due, this instrument is the date, stated above, on which the final installment of said note is due, 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 and pay when due all costs incurred therefor.

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 and searches made 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 building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary, from time to time require, in an amount not less than the insurable value of the building, written in accordance with the policy or policies procured by the latter; all

and such other sums not less than \$100,000.00, with loss payable to the latter; all companies acceptable to the beneficiary; and (3) to the beneficiary as soon as insured policies of insurance that may be available to the beneficiary for such insurance, and to the grantor or the latter for any reason to procure any such insurance, and to the beneficiary and policies to the beneficiary at least fifteen days prior to the completion of the construction of the said buildings, and the cost of such insurance, and the cost of any policy of insurance now or hereafter procured by the grantor's expense. The amount of the beneficiary may purchase any other insurance policy may be applied by beneficiary collected under the said policy, and the beneficiary shall be bound to pay the same, and the indebtedness secured hereby and in such order as may be directed, and the beneficiary may determine, or at option of beneficiary the entire application or release of any part thereof, may be released to the grantor or notice of default hereunder or invalidate and not cure or be subject to such notice.

not cure or waive any of the above mentioned obligations. The grantor shall not act due pursuant to such notice.

To pay said promises less from construction liens and to pay a pro rata share of the 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 monthly deliver receipts thereof to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by grantor, interest by direct payment by providing beneficiary with 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 and the amount together with the obligations described in paragraphs 6 and 7 of the hereby, together with the obligations described in paragraph 6 of the trust deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the provisions hereinbefore described, as well as the payment of the obligation hereunder to the same extent that they are bound to the payment of the obligation hereunder described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums due and payable by this trust deed immediately due and payable and shall be a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

less actually incurred.

[illegible]

*It is mutually agreed that:*

*It is mutually agreed that:*

*K. 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, at his election, to require that all or any portion of the monies payable in 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 appropriate costs and expenses and attorney's fees, both in the trial and appeal stages, and the balance applied upon the indebtedness of beneficiary in such matters, and grantor agrees, at its own expense, to take such action 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 affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in 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 \$5.00 per beneficiary may at any

10. 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 the court, enter upon and take possession of said premises secured hereby, together with all other real estate, fixtures, contents, furniture, inventory or any part thereof, in its own name sue or otherwise for the principal sum secured hereby, interest thereon, costs and expenses, including reasonable attorney's fees and collection, including reasonable attorney's fees and expenses incurred in obtaining and enforcing such security, 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 profits, or the proceeds of fire 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.

[illegible]

13. At any time prior to 5 days before the date the trustee conducts the sale, and the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default or defaults may be cured by paying the sums secured by the trust debt at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is not cured under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall be enforcing the obligation of the trust debt and expenses actually incurred in enforcing the obligation of the trust debt together with trustee's and attorney's fees not exceeding the amounts provided for in the deed or trust agreement.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale, or the trustee may sell said property or parcels as provided herein. The trustee may sell said property or parcels as provided herein, or may postpone the sale of any or all of the property or parcels to be sold at public auction to the highest bidder for cash, payable at the time of the sale, and shall deliver to the purchaser its deed in fee simple, with or without covenants or warranty, express or implied, and shall be bound to defend the title to the property sold, and its recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the trustee's agent, who is present at the sale shall be deemed to have accepted the truthfulness thereof.

15. When trustee sells pursuant to powers provided herein, trustee shall apply the proceeds of sale to (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by the attorney, (2) to the obligation secured by the trust deed, and (3) to the balance, having recorded liens subsequent to the date of the trustee in the order of priority in the order of the interest in the order of the priority and (4) to the balance, 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 hereunder, by a power of appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties of the trustee upon any trustee herein named or appointed hereunder. Each such appointment 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 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 obligated to notify any party hereto of pending sale under any other deed in 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.

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 none.

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 for other purposes not primarily for the personal, family or household 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.

JOSEPH OLIVER OWENS

COLETTE MARTINA OWENS

STATE OF OREGON, County of ..... ss.

This instrument was acknowledged before me on ..... 19.....  
by JOSEPH OLIVER OWENS and COLETTE MARTINA OWENS

This instrument was acknowledged before me on ..... 19.....  
by .....

SUBSCRIBED AND SWORN TO BEFORE ME

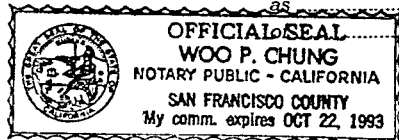
THIS DAY OF June 19 92

NOTARY PUBLIC

My commission expires

Notary Public for Oregon

OCT 22, 1993



#### 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.

JOSEPH OLIVER OWENS and COLETTE MARTINA OWENS  
415 7TH AVE. APT. #1  
SAN FRANCISCO, CA 94118

ROBERT D. JOHNSON and FLORA E. JOHNSON  
27227 GRANADA WAY  
SUN CITY, CA 92586

Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath }

I certify that the within instrument was received for record on the 24th day of June, 19 92, at 2:12 o'clock P.M., and recorded in book/reel/volume No. M92 on page 13841 or as fee/file/instrument/microfilm/reception No. 46624. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Pauline Mulholland Deputy

Fee \$15.00