

47342

## TRUST DEED

Volm 92 Page 15111

THIS TRUST DEED, made this 26TH day of JUNE, 1992, between MERLE A HANSCAM AND HAZEL I HANSCAM, AS TENANTS BY THE ENTIRETY

as Grantor, WILLIAM P BRANDNESS

, as Trustee, and

SOUTH VALLEY STATE BANK  
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 ATTACHED EXHIBIT "A" 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 connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY THOUSAND AND 10/100-----(\$30,000.00)-----

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 JULY 1, 1994 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

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 thereon, 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 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 \$ FULL AMOUNT, written in companies acceptable 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 fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. 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, or at 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 premises free from construction liens and 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 receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, fees or other charges payable by grantor, either by direct payment or 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 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 benefit of any right arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereunder described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein 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 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.

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 this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudicate 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 of 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 moneys payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessary 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, as properly 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 action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's demand.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and preservation of this deed and the note for endorsement (in case of full reconveyance, 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 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 legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lien for any of the services mentioned 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 a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, 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 profits, or the proceeds of sue 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 his 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 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 or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall file the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.745.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the debt or debts secured by this deed, the default may be cured by paying the entire amount due 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 capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees 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 fact 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 a reasonable charge by trustee's attorney; (2) to the obligations secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed so that 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. 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, and 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 hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, in which, when recorded in the proper 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 hereof of pending substitution, nor is trustee 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 issue 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 696.565.

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) for the personal, family or household purposes (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.

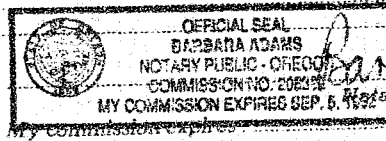
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

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.

X Merle H. Hanscam  
MERLE A HANSCAM

X Hazel I. Hanscam  
HAZEL I HANSCAM

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on July 1, 1992,  
by \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



#### 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.

MERLE A AND HAZEL I HANSCAM

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
801 MAIN STREET  
KLAMATH FALLS OR 97601

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/instru-  
ment/microfilm/reception No. \_\_\_\_\_  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

## PARCEL 1:

Part of Lot A of SUBDIVISION OF ENTERPRISE TRACT NO. 24 of ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the West line of said Lot A at a point 950 feet South of the Northwest corner thereof, and running thence South 0 degrees 21' 15" West along the West line of said Lot A, 104.12 feet to a cross on the cement sidewalk which marks the Northerly right of way line of the Klamath Falls-Lakeview State Highway distant at right angles 41 feet from Highway Engineer's Station North 43 plus 68.6; thence along said highway right of way on a 2775.59 foot radius curve left (the long chord of which bears South 62 degrees 17' 15" East for 150.56 feet) a distance of 150.58 feet; thence on a 1388.4 foot radius curve left (the long chord of which bears South 64 degrees 33' 25" East for 17.97 feet) a distance of 17.98 feet; thence leaving said highway right of way line North 0 degrees 21' 45" East parallel to the West line of said Lot A, 180.92 feet; thence North 89 degrees 38' 15" West parallel to the North line of said Lot A, 150 feet to the point of beginning.

## PARCEL 2:

Part of Lot A of SUBDIVISION OF ENTERPRISE TRACT 24 of ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the West line of said Lot A at a point 950 feet South of the Northwest corner thereof and running thence South 89 degrees 38' 15" East parallel to the North line of said Lot A, 305.9 feet to an iron pin in the North and South center line of the North half of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence North 00 degrees 15' 30" East along said center line 25 feet; thence North 89 degrees 38' 15" West 305.9 feet to the West line of Lot A; thence South along the West line of Lot A 25 feet to the true point of beginning.

*M. A. H.*

## PARCEL 3:

A parcel of land in Lot A SUBDIVISION OF ENTERPRISE TRACT NO. 24 in the SE 1/4 of the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being a portion of that certain tract of land conveyed to Swan Lake Moulding Company by deed recorded in Volume 153, Page 222, Klamath County Deed Records and more particularly described as follows:

Starting at the brass monument set by Frank Z. Howard, County Surveyor, in Klamath County Survey No. 498, June 23, 1937, for center of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, for the North half of said Section; thence using bearing fixed by the Oregon State Highway Commission for the center line of South Sixth Street, North 0 degrees 13' 15" East along the East line and the East line extended of Lot A of the Subdivision of Tract 24 of Enterprise Tracts, a subdivision of Klamath County, Oregon, being also the North and South center line for the North half of said section, a distance of 144.00 feet to a brass monument marking the Northerly right of way line of the Klamath Falls, Lakeview State Highway as presently constructed, said monument being 103.51 feet Northerly from (when measured at right angles to) the centerline of the relocated highway at Engineers Station 47+14.77; thence following said Northerly right of way line South 73 degrees 52' 30" West 2.91 feet to an angle point of 6 degrees 03' 30" left; thence on a 83.54 foot radius curve right (the long chord of which bears South 89 degrees 32' 15" West, for 61.83 feet) a distance of 63.34 feet; thence on a 1407.16 foot radius curve right (the long chord of which bears North 67 degrees 25' 50" West for 64.37 feet) a distance of 64.38 feet to a point on the said Northerly right of way line and the true beginning point of this description (a reference point for this true point of beginning is a chiseled cross on the sidewalk which bears South 26 degrees 33' 00" West 1.0 feet distant); thence leaving said Northerly right of way line North 26 degrees 33' 00" East 52.70 feet to an iron pin; thence South 89 degrees 41' 30" East 100.77 feet to an iron pin on the said North South center line of the North half of said Section 3 and the said East line of Lot A; thence North 0 degrees 13' 00" East along the East line of Lot A 148 feet to an iron pin; thence North 89 degrees 37' 00" West 155.83 feet to the Northeast corner of the property conveyed to T. C. and Beth M. Griggs by Swan Lake Moulding Company by deed dated June 4, 1952 and recorded in Volume 255, Page 214 of Klamath County Deed Records; thence South 0 degrees 21' 45" West along the East side of said property 180.95 feet to a point on the said Northerly right of way line of the said Highway; thence following the said Northerly right of way line on a 1407.16 foot radius curve left (the long chord of which bears South 65 degrees 24' 05" East for 35.30 feet) a distance of 35.30 feet, more or less, to the true point of beginning.

## EXHIBIT "A" CONTINUED

## PARCEL 4:

Beginning on the West line of Lot A of ENTERPRISE TRACTS NO. 24, 825 feet South of the Northwest corner of the said Lot A; thence South 100 feet; thence East 299.5 feet; thence North 100 feet; thence West 299.5 feet to the place of beginning, in the County of Klamath, State of Oregon.

## PARCEL 5:

Commencing at the brass plug set by Frank Z. Howard, County Surveyor in the Klamath County Survey No. 498, June 23, 1937, for center of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, for the North half of said Section; thence using bearings fixed by the Oregon State Highway Commission for the center line of South Sixth Street, North 0 degrees 13' 15" East along the East line and the East line extended of Lot A of the Subdivision of Tract 24 of Enterprise Tracts, a subdivision of Klamath County, Oregon; being also the North and South centerline for the North half of said Section, a distance of 144.0 feet to a brass monument marking the Northerly right of way line of the Klamath Falls-Lakeview State Highway as presently constructed, said monument being 103.51 feet Northerly from (when measured at right angles to) the centerline of the relocated Highway at Engineer Station 47+14.77; said monument being also the true beginning point for this description, and running thence from said beginning point along said Northerly right of way line South 73 degrees 52' 30" West 2.91 feet to an angle point of 6 degrees 03' 30" left; thence on an 83.54 foot radius curve right (the long chord of which bears South 89 degrees 32' 15" West for 61.83 feet) a distance of 63.34 feet; thence on a 1407.16 foot radius curve right (the long chord of which bears North 67 degrees 25' 50" West for 64.37 feet) a distance of 64.38 feet to an iron peg from which a witness cross chiseled in the concrete sidewalk bears South 26 degrees 33' 00" West 1.0 feet distant, said iron peg also marking the division between the lands of T. C. Griggs and the Swan Lake Moulding Company; thence leaving said Northerly right of way line North 26 degrees 33' 00" East 52.70 feet to an iron peg; thence South 89 degrees 41' 30" East 100.77 feet to an iron pin on the said North-South centerline of the North half of said Section 3 and the said East line of Lot A; thence leaving lands of T.C. Griggs South 0 degrees 13' 00" West along the East line of said Lot A 70.00 feet to the point of beginning.

CODE 41 MAP 3909-3BD TL 9000

CODE 41 MAP 3909-3BD TL 1000

CODE 41 MAP 3909-3BD tl 1100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 10th day of July A.D. 19 92 at 3:13 o'clock P.M., and duly recorded in Vol. M92 of Mortgages on Page 15111

FEE \$30.00

Evelyn Biehn County Clerk

By Charles W. Mendenhall