

52807 Vol. m92 Page 24981  
THIS TRUST DEED, made this 15TH day of OCTOBER, 1992, between  
JAMES D. GORTON aka JAMES DANIEL GORTON AND LILA L. GORTON, as Grantor,  
JOSEPHINE COUNTY TITLE COMPANY, AN OREGON CORPORATION, as Trustee, and  
THOMAS L. BORK AND RUTH W. BORK, HUSBAND AND WIFE OR THE SURVIVOR THEREOF  
P.O. Box 1121, Grants Pass, Oregon 97526, 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:

Beginning at a point on the Southeasterly line of Lot 14 in Block 76 of Buena Vista Addition to Klamath Falls, Oregon, which is North 55°38' East 107 feet from the most Southerly corner of said lot; thence North 55°38' East 36 feet along the Southeasterly line of said lot; thence North 35°11' West 66.45 feet; thence South 47°32' West 11.6 feet; thence South 45°38' East 1.79 feet; thence South 41°27' West 29.85 feet; thence South 39°20' East 56.1 feet to the point of beginning, being a portion of Lot 14, Block 76 of Buena Vista Addition to Klamath Falls, 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 now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) 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 OCTOBER 19 xx 2002

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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 the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition 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 the 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 property 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 \$....., 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 the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the 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 the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the 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, liens 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 waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore 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 adjudge 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 the 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,

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.

## TRUST DEED

JAMES D. & LILA L. GORTON

Grantor

THOMAS L. & RUTH W. BORK

P.O. BOX 1121

GRANTS PASS, OR 97526

Beneficiary

After Recording Return to (Name, Address, Zip):

Bork, Thomas L. & Ruth W.

P.O. Box 1121

Grants Pass, OR 97526

SPACE RESERVED

FOR

RECORDER'S USE.

STATE OF OREGON,

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/instrument/microfilm/reception No. ....

Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By ..... Deputy

[illegible][illegible]

11. The entering upon or compensation or awards for any taking or damage of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

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, sums secured by the trust 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. 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 the sale may be postponed as provided by law. The trustee may sell the 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.

When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the indebtedness of the trust and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed as their interests may appear, and (3) the balance of the proceeds of the sale to the beneficiary or beneficiaries of the trust in proportion to their respective interests in the trust property.

[illegible]

15. When trustee sells pursuant to the powers provided herein, trustee shall charge by trustee's attorney, if any, the proceeds of sale, including the compensation of the trustee and a reasonable charge by the trustee of the trustee as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus. From time to time appoint as successor or successors to the successor trustee, the latter shall be vested with all title and interest in and to the property described in the trust deed, and the trustee shall execute such appointment and substitution shall be in accordance with the provisions of the trust deed, and the trustee shall execute such appointment and substitution in which the

[illegible]

17. Trustee accepts this trust when this deed, duly executed by the grantor, is recorded in the public records of the County of [ ] State of [ ] and the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

and that the grantor will warrant that the proceeds of the loan replacement shall be used for the purposes set forth in the loan replacement agreement. The grantor warrants that the proceeds of the loan replacement shall be used for the purposes set forth in the loan replacement agreement.

(a) primarily for grantor's personal, family or household purposes (see Important Notice regarding this document);

(b) for the purchase of a new or existing residence for the grantor or a family member of the grantor;

(c) for the payment of a debt of the grantor or a family member of the grantor;

(d) for the payment of a debt of the grantor or a family member of the grantor;

(e) for the payment of a debt of the grantor or a family member of the grantor;

(f) for the payment of a debt of the grantor or a family member of the grantor;

(g) for the payment of a debt of the grantor or a family member of the grantor;

(h) for the payment of a debt of the grantor or a family member of the grantor;

(i) for the payment of a debt of the grantor or a family member of the grantor;

(j) for the payment of a debt of the grantor or a family member of the grantor;

(k) for the payment of a debt of the grantor or a family member of the grantor;

(l) for the payment of a debt of the grantor or a family member of the grantor;

(m) for the payment of a debt of the grantor or a family member of the grantor;

(n) for the payment of a debt of the grantor or a family member of the grantor;

(o) for the payment of a debt of the grantor or a family member of the grantor;

(p) for the payment of a debt of the grantor or a family member of the grantor;

(q) for the payment of a debt of the grantor or a family member of the grantor;

(r) for the payment of a debt of the grantor or a family member of the grantor;

(s) for the payment of a debt of the grantor or a family member of the grantor;

(t) for the payment of a debt of the grantor or a family member of the grantor;

(u) for the payment of a debt of the grantor or a family member of the grantor;

(v) for the payment of a debt of the grantor or a family member of the grantor;

(w) for the payment of a debt of the grantor or a family member of the grantor;

(x) for the payment of a debt of the grantor or a family member of the grantor;

(y) for the payment of a debt of the grantor or a family member of the grantor;

(z) for the payment of a debt of the grantor or a family member of the grantor;

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.

It is understood that the mortgage or mortgages may be more than one person; that if the context so requires, the word "mortgage" shall be construed to mean "mortgages"; and that generally all grammatical changes shall be made, assumed and construed to give effect to the intent and purpose of the parties hereto.

(XXXXXX) This deed applies to, inures to the benefit of and assigns. The term beneficiary shall mean the holder and personal representatives, successors and assigns. The term beneficiary may be more than one person; that if the context so secured hereby, whether or not named as a beneficiary herein.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

*James D. Gorton*  
JAMES D. GORTON aka JAMES DANIEL GO  
*Lila L. Gorton*  
LILA L. GORTON

\* 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.

STATE OF OREGON, County of \_\_\_\_\_ JOSEPHINE \_\_\_\_\_ ss. \_\_\_\_\_, 19\_\_\_\_

\* 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 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.

STATE OF OREGON, County of \_\_\_\_\_

STATE OF OREGON, County of JOSEPHINE ) ss.  
 \_\_\_\_\_, known to me and acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
 \_\_\_\_\_, Notary Public for Oregon.

STATE OF OREGON, County of \_\_\_\_\_  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by JAMES D. GORTON aka JAMES DANIEL GORTON & LILA L. GORTON \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_ was acknowledged before me on \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



My commission expires \_\_\_\_\_

STATE OF OREGON: COUNTY OF KLAMATH: ss. \_\_\_\_\_ the 26th day  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ Title Co. \_\_\_\_\_  
\_\_\_\_\_ filed in Vol. M92

STATE OF OREGON: COOS COUNTY: \_\_\_\_\_ the \_\_\_\_\_  
 The undersigned is the legal owner and holder of all \_\_\_\_\_  
 Filed for record at request of Klamath County Title Co.  
 of Oct. 4, 1992 at 10:53 o'clock A. M., and duly recorded in Vol. M92  
 on Page 24981.  
 of \_\_\_\_\_ Mortgages \_\_\_\_\_  
 \_\_\_\_\_ Evelyn Biehn, County Clerk  
 \_\_\_\_\_

FEE \$15.00

Do Not Intersperse this Line Used On THE NOTE with other  
 Lines, Symbols, or Characters in any position for identification, before  
 or after the line with the number.