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## TRUST DEED

Vol 93 Page 7478

THIS TRUST DEED, made this 18th day of March, 1993, between  
PACIFIC SERVICE CORPORATION, A NEVADA CORPORATION  
as Grantor,  
ASPEN TITLE & ESCROW, INC., AND OREGON CORPORATION as Trustee, and  
WILLIAM M. GANONG, as to an undivided 50% interest; ANDREW A. PATTERSON, as to an undivided  
25% interest and WILLIAM R. ADDINGTON AND MARLENE T. ADDINGTON, \*\* 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 LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A  
PART HEREOF AS THOUGH FULLY SET FORTH HEREIN. . . .

\*\*Husband and Wife with full rights of survivorship, as to an undivided 25% interest.  
The Beneficiaries will cause to be issued from the lien or charge hereof, a partial  
Reconveyance of any Lot and Lots legally described hereinabove, upon payment of the sum  
of \$1,000.00 for each lot so reconveyed, provided the Note Secured by this Trust Deed is  
paid current and not in default. All cost for such partial reconveyances will be the  
responsibility of the Grantor herein.

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 Four Thousand Dollars and NO/100- - - - - 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 at maturity of note 19.XXXX

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 im-  
provement 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 insurable value  
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-  
ficiary 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 pro-  
cure 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 here-  
under 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 pay-  
ment, 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 pay-  
able 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 at-  
torney'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, bene-  
ficiary 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 autho-  
rized 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

Grantor

Beneficiary

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

Aspen Title &amp; Escrow, Inc.

525 Main Street

Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

## STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instru-  
ment was received for record on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book/leaf/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_ of said County.Witness my hand and seal of  
County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy





## EXHIBIT "A"

Lot 23, Block 112, Lot 28, Block 128, Lot 29, Block 128, Lot 39,  
Block 128, in KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT,  
PLAT NO. 4, in the County of Klamath, State of Oregon.

Code 36 Map 3711-36C0 TL 1900  
Code 36 Map 3811-1D0 TL 4800  
Code 36 Map 3811-1D0 TL 4700  
code 36 Map 3811-1C0 TL 400

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 12th day  
of April A.D., 19 93 at 10:40 o'clock A M., and duly recorded in Vol. M93,  
of Mortgages on Page 7478.

FEE \$20.00

Evelyn Biehn County Clerk

By

Dorene M. Williams