

ATE# 01090632

68993

09-30-93P03:49 RCVD

TRUST DEED

Volm93 Page 25396

THIS TRUST DEED, made this 28th day of September, 1993, between  
GEORGE C. ARNOLD, as Grantor,

ASPEN TITLE & ESCROW, INC., as Trustee, and

ROBERT D. AVELINE and JOANNE M. AVELINE, husband and wife, 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 . . .

THIS DEED OF TRUST IS BEING RECORDED JUNIOR AND SUBORDINATE TO A TRUST DEED IN FAVOR OF DAVID W. SEUTTER and MARJORIE J. SEUTTER, HUSBAND AND WIFE.

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 THIRTY-NINE THOUSAND THIRTY- EIGHT and 68/100 (\$39,038.68) 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.

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.

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 \$ insurable value 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, the debt secured by this trust deed, as well as the grantor, shall be bound to the same extent that they are with interest as aforesaid, the property hereinbefore described, and all such payments shall be immediately due and payable without notice, 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

Grantor

Beneficiary

After Recording Return to (Name, Address, Zip):  
Aspen Title & 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 instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/title/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy

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 the 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" 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 need to be appointed by a court, and without regard to the adequacy of the security, take possession of the property or any part thereof, and may sell the same, and the proceeds of the sale shall be applied to the payment of the debt and the costs of the sale.

10. Upon any default by grantor hereunder, beneficiary shall be not less than \$5. to be appointed by a court, and without regard to the adequacy of any security for the possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including reasonable attorney's fees upon any 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 the property, the collection of such rents, issues and profits, including reasonable attorney's fees upon any and other insurance policies or compensation or awards for any takings, shall not cure or waive any default by grantor hereunder.

12. If the beneficiary shall fail to enter upon and take possession of the property, the collection of such rents, issues and profits, including reasonable attorney's fees upon any and other insurance policies or compensation or awards for any takings, shall not cure or waive any default by grantor hereunder.

[illegible]

12. Upon default by grantor in payment of any taking or damage of the property, and the application or release thereof as being of the essence with respect to such payment and/or performance, the beneficiary may elect to proceed to foreclose this trust deed 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 a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix 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 86.795.

to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, 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. 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 instrument creating the trust deed. The sale may be postponed as provided by law. The trustee may sell the parcel or parcels at auction to the highest bidder if the sale may be postponed as provided by law. The sale may be postponed as provided by law. The trustee may sell the parcel or parcels at auction to the highest bidder if the sale may be postponed as 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.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale, including the compensation of the trustee, and the expenses of sale, in the following order: (1) to the payment of the trust debt, (2) to all payments due to the beneficiaries of the trust, and (3) to all payments due to the trustee.

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 obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee 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 any 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, 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 recorded in the mortgage records of the county or counties in which the property is situated. Trustee shall be a party hereto of pending sale under the power of sale contained herein.

The grantor covenants and agrees to end with the beneficiary and the beneficiary's successor in interest that 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.

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 the personal, family or household purposes of an individual.

This deed applies to, inures to the benefit of, and is enforceable by the personal representatives of the grantor.

(b) for an organisation, or (even if grantor is a natural person) are for business or commercial purposes.

IN WITNESS WHEREOF, the grantor has executed this instrument

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

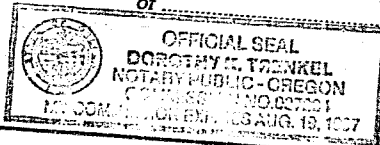
**\* IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

\_\_\_\_\_  
 GEORGE C. ARNOLD

STATE OF OREGON, County of Jackson  
This instrument was

This instrument was acknowledged before me on September 29, 1993.

This instrument was acknowledged before me on September 29, 1993  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_, 19\_\_\_\_



My commission expires 8/19/97 Notary Public for Oregon

TO: \_\_\_\_\_ REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

The undersigned is the legal owner of \_\_\_\_\_, Trustee  
deed have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the 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 the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_.

\_\_\_\_\_, Trustee

(To be used only when obligations have been paid.)

DATED: \_\_\_\_\_

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.

**Beneficiary**



## PARCEL 1:

Lots 4 and 5, Block 6, HOT SPRINGS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated alley which inurred thereto by ordinance recorded July 24, 1981 in Book M-81 at Page 13232 and re-recorded August 11, 1981 in Book M-81 at Page 14193, Microfilm Records of Klamath County, Oregon.

CODE 1.1 MAP 3809-28CC TL 9800  
CODE 1.1 MAP 3809-28CC TL 9900

## PARCEL 2:

Lots 6 and 7, Block 6, HOT SPRINGS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated alley which inurred thereto by ordinance recorded July 24, 1981 in Book M-81 at Page 13232 and re-recorded August 11, 1981 in Book M-81 at Page 14193, Microfilm Records of Klamath County, Oregon.

CODE 1.1 MAP 3809-28CC TL 10000

## PARCEL 3:

Lot 8, Block 6, HOT SPRINGS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. TOGETHER WITH that portion of vacated alley which inurred thereto by ordinance recorded July 24, 1981 in Book M-81 at Page 13232 and re-recorded August 11, 1981 in Book M-81 at Page 14193, Microfilm Records of Klamath County, Oregon.

CODE 1.1 MAP 3809-28CC TL 10100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 30th day  
of Sept. A.D., 19 93 at 3:49 o'clock P. M., and duly recorded in Vol. M93  
of Mortgages on Page 25396

FEE \$20.00

Evelyn Biehn County Clerk  
By Caroline Mulendae