

NL **74910** 01-25-94A11:15 RCVD **TRUST DEED** **HC 41172** **2465**  
**Vol. m94 Page**  
 THIS TRUST DEED, made this **21** day of **January**, 19 **94**, between  
**Robert A. Bergman and Gloria A. Bergman**

**Aspen Title & Escrow Inc.**, as Grantor,  
**Motor Investment Co.**, as Trustee, and  
**Motor Investment Co.**, 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: **Lot 15, LAMRON HOMES, in the County**

of **Klamath**, State of Oregon.

CODE 41 MAP 3909-11DC TL3700

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 **Twenty Thousand Sixty Two and 17/100**

**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 **January 5, 1999**.

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 **Market 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, 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 brought 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

**Robert A. Bergman**  
**Gloria A. Bergman**

**Motor Investment Co.**

After Recording Return to (Name, Address, Zip)

**Motor Investment Co.**

**PO Box 309**

**Klamath Falls, Or 97601**

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.

By \_\_\_\_\_ 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's fees for any of the services mentioned in this paragraph shall be not less than \$5.

possession of the property, and apply the same, less costs and expenses of operation and collection, to the satisfaction of the lender, to the payment of such debt, principal, interest, due and unpaid; and apply the same, less costs and expenses of operation and collection, to the payment of such debt, principal, interest, due and unpaid, 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, or the proceeds of fire insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as provided herein, shall constitute notice of default hereunder or invalidate any act done pursuant to such notice.

to foreclose this trust deed in the manner provided in ORS 86.735 to 86.793.

cured may be cured by tendering the sum of \$100,000.00, and in the event of default, the person effecting the cure shall pay to the beneficiary all costs and expenses incurred in connection with the cure, and the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law shall be paid by the person effecting the cure. 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 shall be postponed, and the property shall be sold in one parcel or in separate parcels and shall sell for cash.

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, (2) the obligation secured by the mortgage, (3) the obligation secured by the deed of trust, (4) the obligation secured by the deed of any matters of fact shall be conclusive proof of the truthfulness thereof, and (5) the balance of the proceeds of sale to the grantor and beneficiary, may purchase at the sale.

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 and interest in the property herein named or appointed hereunder. Each such appointment and substitution shall be in writing, and shall be subject to the same conditions, covenants and restrictions as the original appointment in which the trustee named or appointed hereunder was named.

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 hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, or any party to this deed, is or may be a party.

seized in fee simple of the real property and has a valid, unencumbered title therein.

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

(a)\* primarily for grantor's personal, family or household purposes; and

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made to conform to the intent of the parties.

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

\_\_\_\_\_ I hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_.

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

STATE OF OREGON, County of Klamath ) ss.  
January 21, 1994

This instrument was acknowledged before me on \_\_\_\_\_  
by Robert A. Bergman and Gloria A. Bergman \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_

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

OFFICIAL SEAL  
RICHARD J. WICKLINE  
NOTARY PUBLIC-OREGON

Notary Public for Oregon  
Nov 11, 1994

OF KANSAS CITY, MISSOURI  
 MY COMMISSION EXPIRES NOV. 11, 1934

STATE OF OREGON: COUNTY OF KLAMATH: SS. \_\_\_\_\_

Filed for record at request of Aspen Title & Escrow the \_\_\_\_\_  
Jan 10 1994 at 11:15 o'clock A M., and duly recorded in Vol. M94

of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 2465  
Evelyn Biehn \_\_\_\_\_ County Clerk

FEE \$15.00

SECRET

Follow the color-coded path along the wall.

[illegible]