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THIS TRUST DEED made this 10th day of May, 1994, between  
ROBERT JANDIK,

ASSEN TITLE & ESCROW, INC., an Oregon Corporation  
LENNICE F. BEG

1994, between

as Grantor,

as Trustee, and

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 follows:

The Southeasterly one-half of lot 43, and all of lot 44, Block 18, INDUSTRIAL ADDITION TO THE CITY OF Klamath Falls, in the County of Klamath, State of Oregon.

CODE 1, Map 3809-39AB, Tax lot 12700

Beneficiary shall not unreasonably withhold consent of a future sale or assumption of subject property. Such consent shall be based solely upon the financial ability of any prospective Buyer of Grantor. Upon an assumption, in the future, and Beneficiary's consent of same, Beneficiary herein shall execute such documents as required to release Grantor herein from liability under this Trust Deed and the Note secured hereby.

together with all and singular the trademarks, trade names 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 ONE HUNDRED THOUSAND and NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to beneficiary or holder and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable March 15, 2009.

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:

- To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon, nor to commit or permit any waste of the property;
- 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 thereon;

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 officer, as well as the cost of all liens, 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 policy.

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 it against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts thereof to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by grantor either by direct payment or by providing beneficiary with funds with which to make such payments, 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, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinabove 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 time 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 money payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereinunder must be an attorney who is an active member of the Oregon State Bar, a bank, title insurance company or title and loan escrow holder duly authorized under the law of Oregon or the United States, a title insurance company authorized to insure title to real property in the state, its subdivisions and territories, or to do business in the United States or any agency thereof, or an attorney licensed under ORS 816.505 to 816.515.

## TRUST DEED

After recording return to: Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601  
Attention: Collection Department

STATE OF OREGON,

I, the undersigned, do hereby 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 file/box \_\_\_\_\_, witness-

and seal/recording No. \_\_\_\_\_ of said County.

Witness my hand and seal of \_\_\_\_\_ county affixed.

Attest: \_\_\_\_\_, Notary Public, State of Oregon, No. \_\_\_\_\_, Commission \_\_\_\_\_, Expiration \_\_\_\_\_.

My name is \_\_\_\_\_, my title is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

My telephone number is \_\_\_\_\_.

My email address is \_\_\_\_\_.

My fax number is \_\_\_\_\_.

My signature is \_\_\_\_\_.

My Notary Public Seal is \_\_\_\_\_.

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which amount of fees of the attorney, and all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such action, shall be paid by beneficiary and applied by first upon his professional costs and expenses and attorney's fees, both direct and appellate, and necessarily paid or incurred by beneficiary in such proceedings, and the balance so applied upon the indebtedness secured hereby, and grantor agrees at his own expense, to take such actions and to execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 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 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 thereon; (d) reconvey, without warranty, all or any part of the property. The grantees in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therewithout 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.

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 the property or any part thereof, in the civil actions 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 the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation 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 grantor's 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 may elect to 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 any 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 a written notice of intent and election to sell the property to satisfy the obligation secured hereby. Whereupon the trustee shall publish this date and place of sale, give notice thereof as then required by law and proceed with the sale.

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 867.753, 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 made.

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 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 obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the "intake" 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 in high test carbon ink in the manner required of the county or counties in which the property is situated shall be recorded.

This deed applies to, and shall benefit, stand, bind 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, and successively the holder and owner of the instrument or instruments hereunder constituting this trust deed. It is understood that the author, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be deemed plural and include the plural and that generally all grammatical changes shall be made assumed and tailored to make the provision applicable equally to corporations and to individuals.

WITNESS WHEREOF the Grantor has executed this instrument the day and year first above written.

\*IMPORTANT NOTICE: By signing my signature below, I declare that I am not a U.S. citizen or resident alien, and that I am not subject to U.S. tax laws. If I am a U.S. citizen or resident alien, or if I am subject to U.S. tax laws, I understand that I must file a U.S. tax return and pay taxes due. I also understand that I must disclose my U.S. tax identification number on this form. I further understand that failure to do so may result in legal action against me.

STATE OF OREGON, County of Clatsop, J.S.

This instrument was acknowledged before me on the 25th March 1944 by Robert Radcliffe.

19. *[Redacted]*

An official notary seal featuring a circular design with the text "OFFICIAL SEAL" at the top, "MARLENE E. ALDINGTON" in the center, "NOTARY PUBLIC" below it, and "OREGON" at the bottom. To the right of the seal is a black and white portrait photograph of Marlene E. Aldington. To the left of the seal is her handwritten signature "Marlene E. Aldington".

My commission expires March 22, 1997

STATE OF OREGON, COUNTY OF Klamath

filed for record at request of Asper Little on the 20th day.

March A.D. 1994 at 1:30 o'clock P.M., and duly recorded in Vol. M94  
of Mortgages on Page 919.

EE \$15.00 Evelyn Blehm County Clerk  
By Debbie Hillensback