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**TRUST DEED**

Volumath Page 93

THIS TWENTY-DEEED day of March  
Dan R. Kurtz and SYLVIA K. KURTZ, his husband and wife

1994 Between

Aspen Title & Escrow, Inc. as Grantor,  
James M. Evans and Norma J. Evans, husband and wife with full rights of survivorship as Trustees, and

**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 E 1/2 of the NW 1/4, The W 1/2 of the NE 1/4, The NE 1/4 of the SW 1/4 of Section 21, Township 39 South, Range 12 East of the Willamette Meridian, in the County of Clackamas, State of Oregon.

CODE 28 & 5G MAP 3912-2100 TL 200  
CODE 56 & 28 MAP 3912-2100 TL 200  
CODE 28 MAP 3912-2100 TL 1200

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter pertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FORTY-THREE THOUSAND FIVE HUNDRED SIXTY-AN-13/100 DOLLARS.

...  
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 payment of principal and interest hereof becomes due and payable. 19.

the date of payment of the consideration 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, 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, as herein shall become immediately due and payable.

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 buildings or improvements which may

*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 direct.*

*to pay for filing same in the proper public office or offices, as well as the cost of all such searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary, and to provide and continuously maintain insurance upon the buildings, lot or hereafter erected on the property, against loss or damage by fire and such other hazards as the beneficiary may desire.*

*damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$<sup>1000</sup> per year, 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, and 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 each payment, 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.

To pay all costs, fees and expenses of this trust including the cost of this 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.

and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the enforcement 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, the trial court shall fix the same.

**NOTE:** The Trust Deed Act provides that this trustee has the right to sue for attorney's fees, who is an active member of the Oregon State Bar, a bank, trust company, savings and loan association authorized to do business under the laws of Oregon or the United States, or life insurance company authorized to do business under the laws of Oregon or the United States.

TELLIST BEER

**STATE OF OREGON**

County of

I certify that the within instrument was received for record on the

Day of 19 Recording  
at o'clock M<sub>4</sub> and recorded  
in book/reel/volume No. on  
date by in file/no.

Record of W. H. C. L. G. of W. H. C. L. G.

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3. At any time and from time to time upon written request of beneficiary, payment of its face and presentation of this deed and the note for endorsement (in case of full recoverance, or 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 plan 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 charges thereon; (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 matter of facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be levied at

*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 its own name 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 corporations or 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 action brought 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 as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may 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 sufficient bills of defau<sup>t</sup> and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall use the time and method of sale, give notice thereof as then required by law and proceed to foreclose this trust deed by advertisement and sale in accordance with the laws of the state in which the property is located.

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. Any other default that is capable of being cured may be cured by rendering the performance required under the obligation or trust deed. In any case, in addition to curing the default, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation or the trust deed together with trustee's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the day 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, payment 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 or fact shall be conclusive proof of the truth of the same, but shall not affect the validity of the title.

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 settlor or to the person in interest according to such order.

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.

11. Trustee accepts this trust when it is duly executed and acknowledged and is made a public record as provided by law. Trustee is not obligated to notify any party hereto of its existing role under any other deed of trust or of any action or proceeding in which grantor, Beneficiary, or Trustee shall be a party unless such action or proceeding is brought by Trustee.

The grantor covenants and agrees to inform the Beneficiary and the Beneficiary's successor in interest that the grantor is lawfully situated in California and is a resident and has a valid, unencumbered title thereto.

12. The grantor covenants and agrees to pay to the Trustee the sum of \$10,000.00, or such amount as may be required by the terms of this instrument, at the time of payment of the principal sum due on the note, interest on the principal sum and any other amounts due thereon, plus all costs, expenses, attorney fees, and other amounts due hereunder, and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor certifies that the proceeds of the loan represented by the above described note and this trust deed are:

(1) Ordinarily for granted personalty or household purposes.

This document is issued by the cardholder, jointly or household purposes (see Important Notice below),  
or jointly, for an organization or legal entity (a natural person) for business or commercial purposes.  
This card applies to loans made to the cardholder and third parties acting on behalf of the cardholder, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The cardholder shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not such person is a joint tenant or co-tenant.

In consideration whereof, the cardholder, the issuer, trustees and/or beneficiary may each be more than one person; that the cardholder is required to furnish information relevant to the issuance of the card and that generally all grammatical changes shall be

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MARLENE T. WASHINGTON  
VICTORY PUBLISHING

SECRETARY OF DEFENSE - 2011

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