

73267 0330 9411 31 KCM TRUST DEED Vol 11 Page 93104

THIS TRUST DEED made this 21st day of March 1994 between Dan R. Kuntz and Sydney R. Kuntz, husband and wife

Aspen Title & Escrow, Inc. as Grantor, James T. Evatt and Norma J. Evatt, husband and wife with full rights of survivorship 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:

The N 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 11, Township 39 South, Range 12 East of the Willamette Meridian, in the County of Klamath, (State of Oregon).

CODE 28 & 56 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 thereto 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

FOURTY THREE THOUSAND FIVE HUNDRED SIXTYE AND 73/100 (\$43,566.73) 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.

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 the beneficiary.

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 financial statements pursuant to the Uniform Commercial Code as the beneficiary may require and 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, under or in violation of 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 or 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 payments, beneficiary may, at its option, make payments therefor, 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 hereinafter 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 this search as well as the other costs and expenses of the trustee incurred in connection with the enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to attack 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.

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, be paid to beneficiary, and to require that all or any portion of the monies payable as compensation for such taking, be paid to beneficiary, and to require that all or any portion of the monies payable as compensation for such taking, be paid to beneficiary.

It is mutually agreed that:

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 in this state, its subsidiary, affiliate or agent, the United States or any agency thereof, or an escrow agent licensed under ORS 94.650 to 94.655.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Klamath, State of Oregon, this 21st day of March, 1994.

Dan R. Kuntz and Sydney R. Kuntz, husband and wife

Aspen Title & Escrow, Inc.

James T. Evatt and Norma J. Evatt, husband and wife

Witness my hand and seal of said County, this 21st day of March, 1994.

Notary Public for the State of Oregon

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the day of March, 1994, at o'clock PM, and recorded in book/reel/volume No. on page of said book/reel/volume.

Record of said County.

Witness my hand and seal of said County, this 21st day of March, 1994.

Notary Public for the State of Oregon

Aspen Title & Escrow, Inc.

James T. Evatt and Norma J. Evatt, husband and wife

Dan R. Kuntz and Sydney R. Kuntz, husband and wife

Attention: Collection Department

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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid by the beneficiary and applied to the payment of such reasonable costs and expenses and attorney's fees, both in the principal and in the interest, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary for obtaining such compensation, promptly upon beneficiary's request.

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 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 agreement 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 trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters of fact 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 its own name and 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 or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any defect 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 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 of the trust 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 86.753, 86.754, 86.755, 86.756, 86.757, 86.758, 86.759, 86.760, 86.761, 86.762, 86.763, 86.764, 86.765, 86.766, 86.767, 86.768, 86.769, 86.770, 86.771, 86.772, 86.773, 86.774, 86.775, 86.776, 86.777, 86.778, 86.779, 86.780, 86.781, 86.782, 86.783, 86.784, 86.785, 86.786, 86.787, 86.788, 86.789, 86.790, 86.791, 86.792, 86.793, 86.794, 86.795, 86.796, 86.797, 86.798, 86.799, 86.800, 86.801, 86.802, 86.803, 86.804, 86.805, 86.806, 86.807, 86.808, 86.809, 86.810, 86.811, 86.812, 86.813, 86.814, 86.815, 86.816, 86.817, 86.818, 86.819, 86.820, 86.821, 86.822, 86.823, 86.824, 86.825, 86.826, 86.827, 86.828, 86.829, 86.830, 86.831, 86.832, 86.833, 86.834, 86.835, 86.836, 86.837, 86.838, 86.839, 86.840, 86.841, 86.842, 86.843, 86.844, 86.845, 86.846, 86.847, 86.848, 86.849, 86.850, 86.851, 86.852, 86.853, 86.854, 86.855, 86.856, 86.857, 86.858, 86.859, 86.860, 86.861, 86.862, 86.863, 86.864, 86.865, 86.866, 86.867, 86.868, 86.869, 86.870, 86.871, 86.872, 86.873, 86.874, 86.875, 86.876, 86.877, 86.878, 86.879, 86.880, 86.881, 86.882, 86.883, 86.884, 86.885, 86.886, 86.887, 86.888, 86.889, 86.890, 86.891, 86.892, 86.893, 86.894, 86.895, 86.896, 86.897, 86.898, 86.899, 86.900, 86.901, 86.902, 86.903, 86.904, 86.905, 86.906, 86.907, 86.908, 86.909, 86.910, 86.911, 86.912, 86.913, 86.914, 86.915, 86.916, 86.917, 86.918, 86.919, 86.920, 86.921, 86.922, 86.923, 86.924, 86.925, 86.926, 86.927, 86.928, 86.929, 86.930, 86.931, 86.932, 86.933, 86.934, 86.935, 86.936, 86.937, 86.938, 86.939, 86.940, 86.941, 86.942, 86.943, 86.944, 86.945, 86.946, 86.947, 86.948, 86.949, 86.950, 86.951, 86.952, 86.953, 86.954, 86.955, 86.956, 86.957, 86.958, 86.959, 86.960, 86.961, 86.962, 86.963, 86.964, 86.965, 86.966, 86.967, 86.968, 86.969, 86.970, 86.971, 86.972, 86.973, 86.974, 86.975, 86.976, 86.977, 86.978, 86.979, 86.980, 86.981, 86.982, 86.983, 86.984, 86.985, 86.986, 86.987, 86.988, 86.989, 86.990, 86.991, 86.992, 86.993, 86.994, 86.995, 86.996, 86.997, 86.998, 86.999, 87.000.

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 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. 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.

14. 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.

15. 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.

16. Trustee accepts this trust when the deed is duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of pending sale 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.

17. The grantor covenants and agrees to and 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 and marketable title thereto.

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