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TRUST DEED

Vol. 1994 Page 214179

THIS TRUST DEED, made this 6th day of July, 1994, between Elmer J. Freeman

Aspen Title & Escrow, Inc.

Willard H. Jones

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:

Lot 12, Block 4, Tract No. 1046, ROUND LAKE ESTATES, in the County of Klamath, State of Oregon.

CODE 21 MAP 1906-7DA TAX LOT 5300

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 Seven Thousand and No/100 - - - - -

(\$27,000.00) - 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. 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. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

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 title 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 action 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 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 696.535.

*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED

STATE OF OREGON,

County of - - - - -

39.

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/title/instrument/microfilm/reception No. - - - - - Record of - - - - - of said County.

Witness my hand and seal of County affixed.

SPACE RESERVED
FOR
RECORDING'S USE

Given for

Beneficiary

After Recording Return to (Home, Address, Etc.):

Aspen Title & Escrow, Inc.

525 Main Street

Klamath Falls, OR 97601

Attention: Collection Dept.

NAME

TITLE

By

Deputy

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 to beneficiary, and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, 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 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 all reconveyances, for cancellation of, without affecting the liability of any person for the payment of the deed or plat of the property; (b) join in granting any easement or creating a deed or the lien or charge thereof; (c) assign or persons

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 its 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.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver or otherwise collect the rents, issues and profits, including those payable by or for the grantor, and may also, including reasonable attorney's fees upon any

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 for 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. The collection of such rents, issues and profits, or the proceeds of fire insurance, or the proceeds of any sale of the property, and the application or release thereof at any time, shall not constitute a waiver, ratification, confirmation or validation of any act done pursuant to such notice. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire insurance, or the proceeds of any sale of the property, shall not constitute a waiver, ratification, confirmation or validation of any act done pursuant to such notice. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire insurance, or the proceeds of any sale of the property, shall not constitute a waiver, ratification, confirmation or validation of any act done pursuant to such notice.

[illegible][illegible]

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 86.735, 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 trustee may sell the property either in one parcel or in separate parcels and shall deliver the sale proceeds to the purchaser at the time of sale. Trustee shall deliver to the purchaser its deed and the recitals in the deed. The trustee may sell the property at the time of sale. Trustee shall deliver to the purchaser its deed and the recitals in the deed. The trustee may sell the property at the time of sale. Trustee shall deliver to the purchaser its deed and the recitals in the deed. The trustee may sell the property at the time of sale. Trustee shall deliver to the purchaser its deed and the recitals in the deed.

14. Otherwise, the sale shall be held on the date and at the time and place designated in one parcel or in separate parcels and shall be 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. The trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed and (2) the obligation secured by any other trust deed of the trustee and a reasonable charge by trustee's attorney, (3) to the interest of the trustee in the trust deed as their interests may appear, (4) to the interest of the beneficiary in the trust deed as their interests may appear, (5) to the interest of the beneficiary in interest entitled to such surplus.

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is filed for record in the public office of the county of _____, State of _____, and the grantor is not obligated to notify any party hereof pending sale under any other deed of trust or of any action or proceeding in which the grantor or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor is not obligated to notify any party hereof pending sale under any other deed of trust or of any action or proceeding in which the grantor or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor is not obligated to notify any party hereof pending sale under any other deed of trust or of any action or proceeding in which the grantor or trustee shall be a party unless such action or proceeding is brought by trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is recorded in the public records of the county of Franklin, Missouri, and 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 to ever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described instrument are for the personal, family or household purposes (see Important Note 1) and that the person(s) are for business or commercial purposes.

that the grantor will warrant and to ever defend the same against all persons who may claim the same by virtue of the above described note and this instrument. The grantor warrants that the proceeds of the loan represented by the above (described note and this instrument) shall be used solely for grantor's personal, family or household purposes (see Important Notice below). If grantor is a natural person, then the proceeds of the loan shall be used for the benefit of their heirs, legatees, devisees, and assigns.

(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 business or commercial purposes.
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, assigns and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract.

[illegible]

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Edgar J. Freeman

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

ELMER J. FREEMAN

ELMER J. FREEMAN

* **IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (c) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor, the 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 disclosures; for this purpose use Stevens-Issac Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of _____

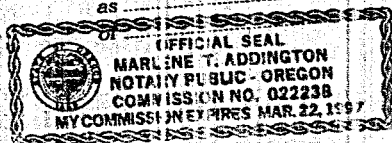
STATE OF OREGON, County of Klamath ss. July 11, 1994
 acknowledged before me on

by Elmer J. Freeman acknowledged before me on _____, 19__

This instrument was acknowledged before me

by _____
as _____

as 11. 03. 2011 - 1



My commission expires 3/22/97

STATE OF OREGON: COUNTY OF KLAMATH: ss. _____ the 11th day
 _____ and duly recorded in Vol. M94

STATE OF OREGON: CO. _____
Filed for record at request of _____
of _____ July _____ of _____
_____ Aspen Title Co _____
D. 19 94 at 3:28 o'clock P. M., and duly recorded in Vol. _____ 1994
_____ Mortgage _____ on Page 21417
_____ Evelyn Biehn _____ County Clerk
_____ *[Signature]*

FEE \$15.00