

NC

87418

TRUST DEED

Vol. 1794 Page 27878

THIS TRUST DEED, made this 9th day of August, 1994, between Zina L. Howe, as Grantor, Aspen Title & Escrow, INC, as Trustee, and Sharon McNaughton, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale the property in Clatsop County, Oregon, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.....

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST AND IS A JUNIOR AND SUBORDINATE TO A TRUST DEED RECORDED IN BOOK M79 AT PAGE 10322 IN FAVOR OF FIRST NATIONAL BANK OF OREGON AS BENEFICIARY.

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 THIRTY THOUSAND AND NO/100- (\$30,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and due on or after 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. Should the grantor, either before or after the date of maturity, agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, in respect of the maturity dates expressed therein or herein, shall become immediately due and payable. The execution 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 financial statements, grantor shall do so, and pay for filing same in the proper public office, 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 full value, 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 to do so, the beneficiary may cause any such insurance to be procured by the beneficiary, and the cost of such insurance shall be added to and become a part of the debt secured by this trust deed, shall be bound to and become a part of the debt secured by this trust deed, without waiver of any rights and 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 hereinbefore described, and all such payments shall be immediately due and payable without notice, under all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 do so, the beneficiary may cause the same to be paid by the beneficiary, and the amount so paid, with interest at the rate set forth in the note, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights and 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 hereinbefore described, and all such payments shall be immediately due and payable without notice, under 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 the trust including the cost of title search as well as the other costs and expenses of the 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; fee may appear, including any suit for the foreclosure of this deed, beneficiary's or trustee's attorney's fees; the amount of attorney's fees incurred and in the event of an appeal from any judgment or decree of the 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, must be either a

NOTE: The Trust Deed Act provides that the trustee be either a natural person, or a corporation, partnership, association, or other legal entity, 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.

*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

Grantor
Beneficiary

After Recording Return to (Name, Address, Zip):

ASPEN TITLE & ESCROW, INC
ATTN: COLLECTION DEPARTMENT

FACE RESERVED
FOR
ORDER'S USE

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.

NAME TITLE
By Deputy

27879

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.

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 subdivision or other agreement affecting this deed or the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein may be conclusively 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 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 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 default or notice of default hereunder; or invalidate any act done pursuant to such notice.

11. The entering upon and taking possession 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 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 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 86.735 to 86.795.

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 have been 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 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 parcels or parcels at auction to the highest bidder in 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 conclusively proof of the truthfulness thereof. Any person, excluding the trustee, but including 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 trust deed; (4) the surplus, if any, to the grantor or to any 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.

17. Trustee accepts this trust when his deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party under such action or proceeding is brought by trustee. The grantor covenants and agrees to defend 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, unnumbered title thereto.

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

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

(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, 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.

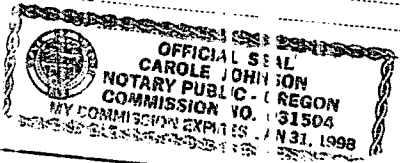
In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make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

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

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is 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 Z by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent, if compliance with the Act is not required, disregard this notice.

Zina L. Howe
ZINA L. HOWE

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on AUGUST 7-1, 1994,
by ZINA L. HOWE
This instrument was acknowledged before me on _____, 19____,
by _____
as _____



Carol Johnson
Carol Johnson
Notary Public for Oregon

TO: REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidence of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

EXHIBIT "A"

The Central 36 feet and 8 inches of Lots 6 and 7 Block 9, EWAUNA HEIGHTS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning on the Easterly line of Second Street at a point thereon 36 feet and 8 inches Southeasterly from the most Westerly corner of Lot 6 aforesaid; thence Southeasterly along said line of Second Street 36 feet and 8 inches; thence Northeasterly and parallel with Jefferson Street, 104.2 feet, more or less, to the Easterly line of Lot 7 aforesaid; thence Northwesterly along the said line of Lot 7, 36 feet and 8 inches; thence Southwesterly and parallel with Jefferson Street, 104.2 feet, more or less, to the place of beginning.

CODE 1 MAP 3809-32BD TL 1700

EXHIBIT "A" TO TRUST DEED

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS A JUNIOR AND SUBORDINATE TO A TRUST DEED RECORDED IN BOOK M79 AT PAGE 10322 IN FAVOR OF FIRST NATIONAL BANK OF OREGON AS BENEFICIARY/MORTGAGEE, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. SHARON MCNAUGHTON, THE BENEFICIARY(IES) HEREIN, AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF FIRST INTERSTATE AND WILL SAVE GRANTOR(S) HEREIN, ZINA L. HOWE, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY(IES) HEREIN DEFAULT IN MAKING THE PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, GRANTOR(S) HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR(S) HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE WHICH IS SECURED BY THIS ALL-INCLUSIVE TRUST DEED.

(INITIALS OF BENEFICIARY(IES))

(INITIALS OF GRANTOR(S))

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of Aspen Title Co. the 6th day
of Sept. A.D., 19 94 at 3:10 o'clock A.M., and duly recorded in Vol. M94
of Mortgages on Page 27878

Evelyn Biehn, County Clerk

By Pauline Mulendy

FEE \$25.00