

NC 92832 12-23-94A10:26 RCVD **TRUST DEED** Vol. 94 Page 38713

THIS TRUST DEED, made this 1st day of December, 1994, between C. SCOTT RICE and CINDY A. RICE, husband and wife

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Grantor,  
TRUSTEES OF THE ERNEST LEO MATHES REVOCABLE TRUST, 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 4 in Block 9 of Tract 106, GREEN ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The intent of this Trust Deed is to transfer that Trust Deed recorded in Volume M92, page 2260, Microfilm Records of Klamath County, Oregon to the real property described above.

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 an agreement of grantor herein contained and payment of the sum of **\*\*NINETY THREE THOUSAND AND NO/100ths\*\***

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 per terms 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 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 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 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, 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 sums 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 its 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 or restrict the use of this option.

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

**TRUST DEED**

C. SCOTT RICE & CINDY RICE  
2113 WATSON  
KLAMATH FALLS, ORE 97601

Grantor

THE MATHES REVOCABLE TRUST  
85623 BRADBURY LANE  
EUGENE, OR

Beneficiary

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

MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY COLLECTION #3237  
222 South Sixth Street  
Klamath Falls, OR 97601

**STATE OF OREGON,**

County of \_\_\_\_\_ ss.

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. \_\_\_\_\_, Recrd of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

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The grantor covenants and agrees to and with the beneficiary and the beneficiary's heirs, assigns and assigns, that the proceeds of the loan represented by the above described note and this trust deed are to be used for the purpose of the purchase of real property (see Important Notice below).

and that the grantor will warrant and forever 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, and assigns, including pledgee, of the contract term beneficiary shall mean the holder and owner, including pledgee, of the contract term beneficiary.  
personal representatives, successors and assigns. The term beneficiary herein shall mean the holder and owner, including pledgee, of the contract term beneficiary.  
secured hereby, whether or not named as a beneficiary herein, trustee and/or beneficiary may each be more than one person; that in construing this trust deed, it is understood that the grantor, trustee and beneficiary may each be more than one person; 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.

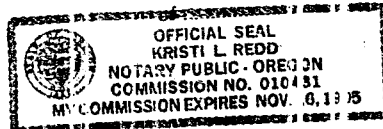
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use Stevens-Deeds Form No. 1. If a recording fee is not required, disregard this notice.

STATE OF OREGON, County of Klamath ) ss.  
December 1, 1994

This instrument was acknowledged before me on  
by C. SCOTT RICE and CINDY A. RICE, 1994

This instrument was acknowledged before me on  
by \_\_\_\_\_  
as VP 101211



*Cathy Rice*  
C. SLOTT RICE  
*Cindy A. Rice*  
CINDY A. RICE

Klamath ) ss.  
December 1 , 19 94

edged before me on  
A. RICE , 19

edged before me on

*Kristen L. Redd*

My commission expires 11/16/95 Notary Public for Oregon

STATE OF OREGON: COUNTY OF Klamath: ss.  
Filed for record at request of Mountain Title Co the 23rd day  
of Dec A.D., 1994 at 10:26 o'clock A.M. and duly recorded in Vol. M94  
of \_\_\_\_\_ of Mortgage on Page 38713.  
Evelyn Biehn County Clerk  
By Pauline Mulendore  
FEE \$15.00