

92927

12-27-91 03:22 RVD TRUST DEED

Vol. 94 Page 38923

THIS TRUST DEED, made this ..... day of December 24, 1991, between JULIANNE I. PRYOR, .....

RICHARD FAIRCLO, ..... as Grantor,  
WILLIAM V. HILL, SR. AND LILLIAN M. HILL as trustees of the WILLIAM V. HILL, SR. AND LILLIAN M. HILL TRUST DATED JULY 15, 1991, 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:

ATTACHED HERETO AS EXHIBIT "A"

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 88,000

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 on January 2, 1999.

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, 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 \$ ..... 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, or either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereon, 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, the debt secured by this trust deed, 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 brought or proceeding brought 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 judge 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 696.585.

\*WARNING: 12 USC 1701-3 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

Julianne Pryor  
13222 Deerfield Court  
Lake Oswego, Or. 97035

Grantor

Beneficiary

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

Fairclo  
280 Main  
Klamath Falls, Or 97603

## 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. ...., Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By ..... Deputy



## PARCEL 1:

The Easterly 142.5 feet of Block 50A, all of Blocks 50B, 59B, 59A, 59C, 60A and 60E EAST BONANZA, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING THEREFROM those portions thereof conveyed to Lost River Cemetery Association, Inc., by Deed recorded December 16, 1949 in Book 236 at Page 572, Deed Records of Klamath County, Oregon.

## PARCEL 2:

A parcel of land located in the SE 1/4 of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the point of intersection of the Easterly line of West Park Street of East Bonanza, Oregon, with the South line of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, said point of beginning being 1890 feet West of the Southeast corner of said Section 10; thence North along the East line of said West Park Street, 310 feet to a point; thence East at right angles to West Park Street, 250 feet to a point; thence North 30 feet to a point; thence East 80 feet to a point; thence South 30 feet to a point; thence East 70 feet to a point; thence South 300 feet to a point; thence East 290 feet to a point; thence South 510 feet, more or less to the Southerly line of said Section 10; thence West along said Section line 690 feet more or less to the point of beginning.

## PARCEL 3:

A parcel of land situate in the NE 1/4 NE 1/4 of Section 15, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at an iron pin on the North line of Section 15, Township 39 South, Range 11 East of the Willamette Meridian from which the Northeast corner of said Section 15 bears South 89 degrees 06' 20" East 531.7 feet distant; thence South 0 degrees 05' 30" East 184.55 feet to an iron pin; thence North 89 degrees 40' 50" West 788.4 feet to an iron pin; thence North 0 degrees 08' 40" East 192.45 feet, more or less, to a point on the North line of said Section 15; thence South 89 degrees 06' 20" East 787.7 feet, more or less along the North line of said Section 15, to the point of beginning.

CODE 11 MAP 3911-10DO IL 2700  
 CODE 56 MAP 3911-10DO IL 2800  
 CODE 56 MAP 3911-10DO IL 3300  
 CODE 56 MAP 3911-1500 IL 100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 27th day  
 of Dec A.D. 19 94 at 3:22 o'clock P.M., and duly recorded in Vol. M94,  
 of Mortgages on Page 38923.

FEE \$25.00

Evelyn Biehn, County Clerk

By Quinn M. Miller