

3361

TRUST DEED

Vol. 195 Page 19377

THIS TRUST DEED, made this 6th day of July, 1995, between
Jim Huckabay and Patricia Huckabay, husband and wife
or survivor thereof, as Grantor,
Mountain Title Company of Klamath County, as Trustee, and
Richard J. Fischer and Karen L. Fischer, husband and wife,
or survivor thereof, 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:

See Exhibit "A" attached hereto and incorporated herein
by this reference.

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 See Exhibit "B" attached hereto and incorporated herein by reference

~~note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if~~
~~not previously paid, shall be due and payable on the date of maturity of the 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 prop-
erty 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 be-
come 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 im-
provement 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 ben-
eficiary 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 pro-
cure 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 here-
under 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 pay-
ment, 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 pay-
able 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 at-
torney'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, bene-
ficiary 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 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

Mr. and Mrs. Jim Huckabay
1148 Jaland Court
San Jose, CA 95120

Grantor

Mr. and Mrs. Rick Fischer
2766 Scott Boulevard
Santa Clara, CA 95052

Beneficiary

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

Bernard J. Vogel, III, Esq.
255 N. Market Street, #190
San Jose, CA 95110

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of } ss.

I certify that the within instru-
ment was received for record on the
day of , 1995,
at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No. ,
Record of of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

By , Deputy

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 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 sue or cause to be sued, and may move for summary judgment, and may apply to the court for appointment as receiver, and may petition for summary possession of the property, and may 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 indebtedness secured hereby, and in such order as beneficiary may determine.

[illegible]

tation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as provided by ORS 86.735 to 86.795.

to foreclose this trust deed in the manner provided in advertisement and sale, and at any time prior to 5 days before the date the

the trustee has commenced foreclosure by advertisement and sale, may cure the default or defaults. If the default

is cured by the borrower, the amount due shall be reduced by the amount paid in full payment of the debt, and the

cured may be cured by tendering the purchase price to the beneficiary and attorney's fees not exceeding the amounts provided by law.

fault or defaults, the person effecting the cure shall pay to the beneficiary and attorney's fees not exceeding the amounts provided by law.

the obligation of the trust deed together with trustee's and at the time and place designated in the notice of sale or the time to which

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

to sell the property either in one parcel or in separate parcels and shall sell it to the purchaser its deed

in form as required by law conveying the property to the grantee, and the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the grantor or beneficiary, may purchase at the sale.

[illegible][illegible]

The grantor covenants and agrees to and with the beneficiary of the trust that the grantor is seized in fee simple of the real property and has a valid, unencumbered title thereto

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below);

This deed applies to, and binds, the grantor, the grantor's heirs, assigns, personal representatives, successors and assigns. The term beneficiary shall mean the person or persons named herein as the beneficiary of the property interest created and secured hereby, whether or not named as a beneficiary herein.

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

IN WITNESS WHEREOF, the grantor has executed this instrument the day and

* **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 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.

not required, disregard this notice.

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____, 19____
by _____
This instrument was acknowledged before me on _____, 19____
by _____
as _____
of _____

Notary Public for Oregon

My commission expires

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

TO: _____, Trustee

TO: _____, Trustee

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 evidences 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"
LEGAL DESCRIPTION

The following described property is situate in Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 1 of Major Land Partition 32-91 situated in Sections 26, 27, 28, 34 and 35 of Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 28: E1/2 SE1/4 lying Southerly of the Sprague River Road and all that portion of the E1/2 SW1/4 NE1/4 and the SE1/4 NE1/4 lying South of the Chiloquin-Sprague River Highway, as presently located, and being more particularly described as follows: Beginning at the intersection of the Westerly right of way line of the Chiloquin-Sprague River Highway and the East-West center section line of said Section 28; thence West along the center section line 1664.0 feet to the Southwest corner of the E1/2 SW1/4 NE1/4 of aforesaid Section 28; thence North 2 degrees 26' East along the West boundary of the aforesaid E1/2 SW1/4 NE1/4 of said Section 28, 912.0 feet, more or less, to the Southerly right of way boundary of the aforesaid Chiloquin-Sprague River Highway; thence Southeasterly along said right of way boundary as follows: South 66 degrees 50' East 670 feet; South 64 degrees 16' East 407.5 feet; South 58 degrees 41' East 288.7 feet; South 53 degrees 06' East 299.5 feet, and South 48 degrees 03' East 215.8 feet, more or less, to the point of beginning.

Section 34: W1/2 NE1/4, NW1/4 lying Southerly of the Sprague River Road.

All amounts due under that certain Agreement by and between Richard J. Fischer and Jim Huckabay dated October 1, 1993, as amended by Amendment to Agreement by and between Grantor and Beneficiary dated July 6, 1995, except amounts due under the promissory note described in Section 2 of said Amendment, with interest thereon according to the terms of such Agreement, as amended, payable to Beneficiary or order made by Grantor. The final payment of principal and interest hereof, if not sooner paid, is due and payable according to the terms of the Agreement, as amended.

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

} ss.

On July 6, 1995
(DATE)

before me,

Lucille Kendrick
(NOTARY)

personally appeared

Jim Huckabay and Patricia Huckabay
SIGNER(S)☐ personally known to me - OR -☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lucille Kendrick
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

OTHER

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 26th day
 of July A.D., 19 95 at 10:21 o'clock A. M., and duly recorded in Vol. M95
 of Mortgages on Page 19377.

FEE \$30.00

Bernetha G. Letsch, County Clerk
 By Annette Mueller