

8265

TRUST DEED

ATC # 04043883

ORIGINAL

29338

THIS TRUST DEED, made this 23rd day of August, 1995, between DONALD L. STEERS and HAZEL F. STEERS, husband and wife also appearing of record as HAZEL FERN STEERS, as tenants by the entirety, as Grantor, ASPEN TITLE and ESCROW, INC., as Trustee, and 525 Main Street, Klamath Falls, Oregon 97601 (1-503-884-5137), OLYMPIC COAST INVESTMENT, INC., a Washington Corporation, 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:

LEGAL ATTACHED HERETO

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 TWO HUNDRED FIFTY FIVE THOUSAND AND NO/100

\$255,000.00

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 October 1, 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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained 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.

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, 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 696.585.

TRUST DEED

Grantor

Beneficiary

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

Olympia Coast Investment Inc.

11222 Roosevelt Way NE

Seattle, WA 98125

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

ss.

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

ORIGINAL

DEED OF TRUST RIDER

1. Security Agreement. The Grantor also hereby grants to the Beneficiary a security interest in all of the following described personal property, whether now or hereafter existing, and in which the Grantor now has or hereafter obtains any right, title, estate or interest, and in the rents, revenues, issues, and profits therefrom:


a. All goods located on the real property (hereafter the "Real Property") described by this deed of trust and used or intended for use in the operation or occupancy of the Real Property or in any improvements thereon, but which are not effectively made a part of the Real Property, including but not limited to, all appliances, furniture, furnishings, inventory, equipment, building materials and supplies; together with all present and future attachments, parts, fixtures, special tools, accessories, and equipment therefore and all accessories, additions, and improvements thereto, substitutions, and replacements thereof, and all products and proceeds thereof; and

b. All planner, architect, engineer or contractor contracts, work product, plans and specifications, market feasibility reports, appraisals, or the like, now or hereafter entered into or prepared or used or intended for use in connection with the Real Property, now existing or hereafter arising, and in all proceeds thereof;

2. Assignment of Rents. All rents, issues, income and profits derived from the Real Property are hereby unconditionally and irrevocably assigned to Beneficiary. In the event of a default hereunder, Beneficiary shall have the rights, without notice, to enter upon and take possession of the Real Property; to demand, collect, and receive all of the rents and revenues which may now be due and unpaid and which may hereafter become due; to institute and carry on all legal proceedings necessary for the protection of the Real Property, including such proceedings as may be necessary to recover possession of the whole or any part of the Real Property; to institute and prosecute any and all actions for the collection of rents and other revenues from the property which may now be due and unpaid and which may hereafter become due; to institute and prosecute summary proceedings for the removal of any persons from the Real Property; to pay the costs and expenses of all such suits and proceedings out of the rents and other revenues received.

3. Receivership. Should Grantor default, Beneficiary may, at his options and without notice of such election, have a receiver appointed as a matter of right, or may exercise all rights of a receiver as a mortgagee-in-possession. Such receiver shall have the power to collect the rents, income, and revenues of the Real Property and all other powers which may be necessary or usual in such cases for the protection, possession, control, management, and operation of the Real Property, including completion of any construction in progress on the Real Property. If the revenues produced by the Real Property are insufficient to pay expenses, the receiver may borrow from Beneficiary or otherwise, or Beneficiary may borrow or advance such sums as it deems necessary for the purposes stated in this section, and repayment of such sums shall be secured by this deed of trust. The amounts borrowed or advanced shall bear interest at the default rate provided in the note from the date of expenditure until repaid and shall be payable by Grantor to Beneficiary on demand.

4. Due-On Sale. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.


Hazel F. Steers
HAZEL


Donald L. Steers

EXHIBIT "A"

PARCEL 1:

A parcel of land in Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersect point of the Easterly line of said property and the Southerly right of way line of the relocated Klamath Falls-Lakeview Highway, which is 40 feet distant Southerly from (when measured at right angles to) the centerline of the said relocated highway; said point also being North 55 degrees 50' 30" West 201.20 feet from the intersection of the Southerly right of way line of said highway and the Northerly right of way line of Shasta Way; thence North 55 degrees 50' 30" West along said relocated right of way line 94.53 feet more or less to the East line of Lot 2, Block 2 of the Re-subdivision of Block 242, Mills Second Addition; thence South 0 degrees 19' 30" East along said East line of said subdivision 167.14 feet more or less to the Northerly line of Shasta Way; thence North 89 degrees 40' 30" East 30.51 feet along said Northerly line of Shasta Way to an iron pin; thence North 22 degrees 19' 30" East 123.12 feet more or less to the point of beginning.

PARCEL 2:

The Westerly 80.42 feet of Lots 4 and 5 and the Westerly 80.42 feet of the South 20 feet of Lot 3, Block 2, Re-subdivision of Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

AND ALSO Lot 1, Block 2; ALSO the following described portion of Lots 2 and 3, Block 2: Beginning at a point on the West line of said Lot 3 which point is North 0 degrees 05' East a distance of 20 feet from the Southwest corner of said Lot; running thence East along the North line of the S 1/2 of said Lot 3, a distance of 80.42 feet, more or less, to a point 27.58 feet West of the East line of said Lot 3; thence North 98.24 feet, more or less, to a point on the Southwesterly side of South 6th Street; thence North 55 degrees 15' West along the Southwesterly side of South 6th Street, a distance of 48.89 feet, more or less, to the Northwest corner of said Lot 2; thence South along the West line of Lot 2, 106.1 feet to the Southwest corner of Lot 2; thence West along the line between Lots 1 and 3, 40 feet to the Southwest corner of Lot 1; thence South along the East line of Martin Street 20 feet to the point of beginning.

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EXHIBIT "A" CONTINUED

All lying in Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the Supplemental Plat of the Westerly portion of Block 242 Mills Second Addition to the City of Klamath Falls, Oregon.

EXCEPTING AND RESERVING from the above described property that portion thereof conveyed by Frank Ferrari, et ux. to the State of Oregon by Deed recorded in Book 148 at Page 201, Deed Records of Klamath County, Oregon.

PARCEL 3:

The Easterly 27.58 feet of Lots 2, 3, 4 and 5, Block 2, of the Supplemental Plat of the Westerly portion of Block 242, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the Northeasterly strip deeded to State of Oregon for the widening of South Sixth Street.

CODE 1 MAP 3809-33DC TL 15700

CODE 1 MAP 3809-33DC TL 15800

CODE 1 MAP 3809-33DC TL 15900

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 27th day
of October A.D., 19 95 at 11:02 o'clock A M., and duly recorded in Vol. M95,
of Mortgages on Page 29338.

FEE \$30.00

By Bernetha G. Letsch, County Clerk
Annette Mueller