

NC

9522

TRUST DEED

Vol 1795 Page 32063

THIS TRUST DEED, made this 20th day of November, 1995, between
BENJAMIN J. MENOLD AND PAULA ANN MENOLD, HUSBAND AND WIFE

MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Grantor,

HP EMPLOYEES FEDERAL CREDIT UNION, 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 6, BLOCK 1, OF NORTH HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF

ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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 Ninety One 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 MM 21, 2007

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 \$_____, 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.

*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):

HP Employees Credit Union
1501 Paoli Mill Rd. #50
Palo Alto, CA 94304

SPACE RESERVED
 FOR
 RECORDER'S USE

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

11-22-95A11:42 RCVD



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 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 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 indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire 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.

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 declare all sums secured hereby immediately due and payable. In such an event 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 beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon 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 then be 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 parcel or parcels at auction to the highest bidder for 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 conclusive 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 interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a 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 this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and 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, unencumbered title thereto

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, 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 if 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 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.

B. J. Menold
BENJAMIN J. MENOLD
Paula Ann Menold
PAULA ANN MENOLD

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

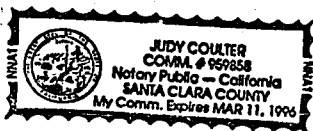
32065

County of Santa Clara

On November 20, 1995 before me, Judy Coulter, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Benjamin J. Menold and Paula Ann Menold
NAME(S) OF 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.

Judy Coulter
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Trust Deed

TITLE OR TYPE OF DOCUMENT

2

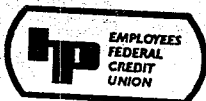
NUMBER OF PAGES

11-20-95

DATE OF DOCUMENT

None

SIGNER(S) OTHER THAN NAMED ABOVE



32066

**FIRST MORTGAGE LOAN
(13-Week Index)
RIDER TO SHORT FORM
DEED OF TRUST AND ASSIGNMENT OF RENTS**

In this Rider, the words, I, me, and mine mean each and all of those who signed the Note and Federal Disclosure Statement. The words you, your, and yours mean HP Employees Federal Credit Union

Annual Percentage Rate Changes: I agree that this is a variable Interest Rate Note. The Interest Rate in effect, beginning with the initial rate (see reverse), shall be decreased and may be increased during the term of this note as set forth herein. Changes in the Interest Rate may be made semi-annually (on the May 1 and on November 1 Adjustment Dates) and will be based on the simple arithmetic average, rounded to the nearest 1/4 of 1%, of the Twenty-six (26) Week Treasury Bill rate as published in the Wall Street Journal under the heading "Money Rates," for the 13 week period ending on February 28 (29 in leap years) and August 31, respectively.

Interest rate changes are subject to the following conditions:

1. The Interest Rate is determined by adding the margin set forth to the Index in effect as of each "Adjustment Date." The Interest Rate may not exceed the maximum Interest Rate cap, except that the maximum Interest Rate may not exceed the maximum Interest Rate permitted federal credit unions at the time of each Adjustment Date. Any increase in the Interest Rate in excess of 2% in any one calendar year is subject to the carryover provisions of item 6 below.
2. The Interest Rate is subject to change semi-annually on May 1 and November 1 of each year. These dates shall be known as "Adjustment Dates." The Index in effect on February 28 (29 in leap years), shall be used to calculate the Interest Rate change effective May 1 of the same year. The Index in effect on August 31 shall be used to calculate the Interest Rate change effective November 1 of the same year.
3. Increases or decreases in the Index will affect the Interest Rate accordingly. This means that the total amount of interest and the "Total of Payments" I will pay may be different than the amount stated in the Federal Disclosure Statement.
4. The Interest Rate and payments shall not change more often than once during any semi-annual period on May 1 and November 1. Payments will be adjusted effective the same date as any Interest Rate change.
5. Written notice of a change in the Interest Rate will be mailed at least twenty-five (25) days but no more than one hundred twenty (120) days before the effective date of the Interest Rate change and/or a payment in the new amount is due. The Notice will be addressed according to your records and will contain at least the following information: a) the current and prior Interest Rates and the current and prior Index; b) the contractual effects of the adjustment including the new periodic payment amount; c) the amount of the periodic payment required to fully amortize the loan over the remaining term of the loan at the new Interest Rate if the new periodic payment at subsection b above does not fully amortize the loan over the remainder of the loan term; d) the date of the scheduled payment change; and e) the current loan balance.
6. Decreases in the Interest Rate in accordance with the terms and conditions of this Note as provided herein are mandatory. You may waive any increase in the Interest Rate when such an increase can be made, but such waiver shall not be construed as a waiver of your right to increase the Interest Rate at a future date when entitled to do so, unless the increase conflicts with the following carryover rule:
 - a. Changes in the Interest Rate not passed on to me on one Adjustment Date may be carried over to future adjustment dates. This can occur when the Index has increased more than 2.00% in any one calendar year in which case the excess amount will be carried over to a future Adjustment Date.
 - b. If the total amount of the next Index change and the carryover still exceeds 2.00% in any one calendar year, any excess will be carried over again.

Example of the Carryover Rule:

Assume the Index increased by 3.00% as of February 28 in year one with no carryover from prior years. The increase in my Interest Rate is limited to 2.00% on the applicable May 1 Adjustment Date with the remaining 1.00% increase to be carried over to a future Adjustment Date. Assuming no movement in the index as of August 31 in year one, the carryover still could not be used for the November 1 Adjustment Date since increases in Interest Rate in any one calendar year are limited to 2.00%.

However, as of the May 1 Adjustment Date in year two, the following could happen: (1) assuming no further movement in the Index as of February 28, in year two, my Interest Rate would still increase 1.00% (the amount of "carryover" from the previous calendar year); (2) if the Index as of February 28 in year two decreased my .25%, my Interest Rate would nevertheless increase by .75% (the difference between the carryover and the decrease in the Index); (3) if the Index as of February 28 in year two decreased by 1.25%, my Interest Rate would decrease by only .25% (the difference between the decrease in the Index and the carryover); and (4) if the Index as of February 28 in year two increased by 1.25%, my Interest Rate would increase by only 2.00% with a new carryover of .25% applicable to a future Adjustment Date.

7. In the event that the Index ceases to be published, changes in the Interest Rate will be related to a comparable Index.

This rider contains only the terms of the Note and Federal Disclosure Statement pertaining to INTEREST RATE and payment changes. See the Note and Federal Disclosure Statement for complete terms.

Date _____ Borrower Benjamin J. Menold Borrower Paula Ann Menold
M051 6/95 Borrower _____ Borrower _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Mountain Title Company _____
of _____ Nov. _____ A.D., 19 95 at 11:42 o'clock A. M., and duly recorded in Vol. M95 _____
of _____ Mortgages _____ on Page 32063

FEE \$25.00

By Bernetha G. Letsch, County Clerk