

FORM 5040-1 - TRUST DEED (Assignment and Recording)

OREGON STATE BUSINESS LAW PUBLICATIONS CO., PORTLAND, OREGON

40085

TRUST DEED

STEPHEN KING & CATHY KING
GLENN G. JUSTUS & JOANNA L. JUSTUSWASHINGTON MUTUAL BANK, dba...
WESTERN BANK CUSTODIAN FOR
JOHN L. SHANA ROLLOVER IRA.

BENEFICIARY'S Name and Address

After recording, return to Glene, Oregon, 97440:
Eugene Escrow Service, Inc.
P. O. Box 409
Eugene, OR 97440

VID 1597 Page 15975

MTC 41781

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 _____, and/or as set/file/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of County affixed.

PAGE _____ TITLE _____
By _____, Deputy.b6 & b7c
b7d, b7e, b7f

THIS TRUST DEED, made this 25th day of June 1997, between STEPHEN KING and CATHY KING, AS TENANTS IN COMMON AS TO AN UNDIVIDED 1/2 INTEREST and GLENN G. JUSTUS and JOANN L. JUSTUS AS TENANTS IN COMMON AS TO AN UNDIVIDED 1/2, as Grantor, Eugene Escrow Service, Inc. as Trustee, and WASHINGTON MUTUAL BANK, dba WESTERN BANK CUSTODIAN FOR JOHN L. SHANA ROLLOVER IRA, 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 ATTACHED EXHIBIT "A"

Grantor warrants, represents and covenants that there is and has been no discharge or disposal on the property by grantor or any prior owner of the property of any hazardous or toxic wastes or substances (as such terms are defined by any applicable federal, state, or local governmental law, rule, ordinance, or regulation) or contamination of the property by any such substance.

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 **FIFTY FIVE THOUSAND AND 00/100** (\$55,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made to grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable 6/25/2000.

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, 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 option of the beneficiary, 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 agreement¹² 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 therewith.
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 officer, as well as the cost of all fees charges 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 \$500,000.00, 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. The execution by grantor of an earnest money agreement¹² does not constitute a sale, conveyance or assignment of 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 due and unpaid 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 obligation described in paragraph 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 a breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property beneficiaries 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 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 aid defend any action or proceeding pertaining 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 enforcement of this deed or any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement of this deed or any suit, action or proceeding related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this paragraph 7 in the cause shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor agrees to pay any such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

¹² It is mutually agreed that:

9. 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 money payable as compensation for such taking,

NOTE: The trust Deed Act provides that the trustee/beneficiary must file 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 State of Washington, or a finance company authorized to do business in this state, its subdivisions, affiliates, agents or franchise, the United States or any place thereof, or an escrow agent licensed under ORS 595.505 to 595.535.

WARNING: 12 USC 1785-3 requires that any written contract of this type be in writing.

¹³ The purchaser agrees that could an agreement address the issue of obtaining beneficiary's consent in complete detail.

by:
Patricia...

JUN-25-1997 15:35

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75%

P.18

19376

which are in excess of amounts 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 continuing such proceedings, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and prosecution of this deed and the note for enforcement (in case of full nonpayment, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may: (1) consent to the partition of my share or part of the property; (2) join in granting any easement or creating any restriction, covenant, (3) join in any subdivision or other agreement affecting this deed or the land or interest therein; (4) record, without warranty, all or any part of the property. The grants in any nonrecourse may be described as the "person or persons legally entitled thereto," and the recitals therein of any transfers 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 and/or otherwise collect the rents, issues and profits, deducting therefrom 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 life and other insurance policies or compensation 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, loss of the estate 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 whenever 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 86.755.

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 86.755, may cure the default or delinquency. 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 matter 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 or appointed hereunder and without power and duties contained in 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 mortgagors 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, except conditions. *

The grantor covenants and agrees to and with the beneficiary and the beneficiary's heirs in interest that the grantor is lawfully situated in the simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend this same against all persons whosoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law. ** restrictions, reservations and easements of record

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) for personal purposes, (b) 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 and 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 this day and year first above written.

*IMPORTANT NOTICE: Deed, by signing out, whatever 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-Nest Form No. 1319, or equivalent. If compliance with this addendum is not required, disregard this notice.

STATE OF OREGON, County of ...

This instrument was acknowledged before me on _____, 19_____,
by Stephen King, Chabby King, Grant G. Justus & Joanna L. Justus
This instrument was acknowledged before me on _____, 19_____,
by _____

STEPHEN KING

GLENN G. JUSTUS

JOANNA L. JUSTUS

STEPHEN KING

GLENN G. JUSTUS

JOANNA L. JUSTUS

OFFICIAL SEAL
LISA LEGGET - WEATHERBY
NOTARY PUBLIC - OREGON
COMMISSION NO. 049121
MY COMMISSION EXPIRES NOV. 20, 1998
(To be used only when obligations have been paid.)

To: 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 sum 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.
It may be delivered to the trustee for cancellation before _____, 19_____.
If you do not, it will be sealed.

Notary Public

1997

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 17, 18, 19, 20, 21, 22 & 23 ~~XX~~ of
EVERGREEN MEADOWS - TRACT 1302, according to the official plat thereof on
file in the office of the County Clerk of Klamath County, Oregon.

and

PARCEL 2

Parcel 1 of Minor Land Partition #16-93 situated in the W 1/2 NE 1/4 of Section 13, Township
39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon. EXCEPTING
THEREFROM that portion platted as Evergreen Meadows, according to the official plat
thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPT that certain Deed of Trust dated January 10, 1997, recorded
January 17, 1997, Volume M97, Page 1535, Microfilm of Klamath
County, Oregon which this Trust Deed will secondary to.

Read & Ascertained
Date: June 25, 1997
By: Particulars

19978

INDIVIDUAL ACKNOWLEDGMENT

State of Oregon }
 County of Klamath } ss.

On this the 25th day of June, 1997,

before me, Kristi L. Redd,
Name of Notary Public

the undersigned Notary Public, personally appeared

GLENN G. JUSTUS

Name of Signer(s)

personally known to me

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 that
he/she/they executed it.

WITNESS my hand and official seal.

Kristi L. Redd

Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trust Deed

Document Date: June 25, 1997

Number of Pages: 3

Signer(s) Other Than Named Above: Cathy King, Stephen King and
Joann L. Justus

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Prod. No. 5170

Reorder: Call Toll-Free 1-800-876-0327



STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Amerititle the 26th day
of June A.D. 1997 at 11:54 o'clock A.M. and duly recorded in Vol. M97,
of Mortgages on Page 19975.

FEE \$25.00

B: Bernetha G. Letch, County Clerk
Kathleen Kozar