

# 46824 DEED OF TRUST WITH ASSIGNMENT OF RENTS

Vol. 1797 Page 33535  
BENEFICIARY  
AVCO FINANCIAL SERVICES

GRANTOR(S):	ACCOUNT NUMBER	
	144901391	K-50622
LAST NAME	FIRST	INITIAL
QUICK, CRAIG I		
MAILING ADDRESS	STREET	CITY
22195 MALONE ROAD	MERRILL, OR	97638

OF OREGON, INC.  
1236 NORTH RIVERSIDE  
MEDFORD, OREGON

THIS DEED OF TRUST, made this 9th day of OCTOBER, 1997  
between CRAIG I QUICK AND PAMELA JEANNE QUICK

as GRANTOR whose address is stated above, KLAMATH COUNTY TITLE COMPANY  
an Oregon Corporation, as Trustee, and AVCO FINANCIAL SERVICES OF OREGON, INC. as BENEFICIARY.  
WITNESSETH: That Grantor GRANTS, BARGAINS, SELLS, CONVEYS, AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the  
following described property, situated in KLAMATH County, State of Oregon,  
which said described real property is not currently used for agricultural, timber or grazing purposes.

The following described real property situated in Klamath County, Oregon:  
A tract of land situated in the SW1/4 of Section 5, Township 41 South, Range  
11 E.W.M., Klamath County, Oregon, more particularly described as follows:  
Beginning at the Southwest corner of said Section 5, being the intersection of  
State Highway No. 39 and Malone Road and marked by 5/8" iron pin with a True  
Line Surveying plate in cap in monument case; thence N. 89°46'00" E., along the  
South line of said Section 5, 241.25 feet; thence North 30.03 feet, more or  
less, to the Northern right of way line of said highway; thence containing  
North 910 feet, more or less, to the southerly right of way line of the  
Burlington Northern Railroad; thence West along said railroad right of way  
line, 239 feet, more or less, to a point on the West line of said Section 5;  
thence S. 90°00'07" W. 941.37 feet to the point of beginning, including the  
area within said Malone Road and State Highway No. 39.  
Reserving a non-exclusive easement and right of way for the locating,  
establishing, constructing, and maintaining a ditch or ditches for  
irrigation and drainage purposes. The easement hereby reserved shall include  
such rights of entry upon, passage over, and such other rights as may be  
necessary or useful. The reserved easement is for the benefit of the following  
described real property:  
That portion of the SE1/4, the SE1/4 and the SW1/4 of Section 3, T. 41 S., R.  
11 E.W.M., Klamath County, Oregon, lying southerly of the Burlington Northern  
Railroad excepting therefrom the above described parcel. The benefited parcel  
contains 78 acres, more or less, including the area in Dodd's Hollow Road and  
State Highway No. 39.

SEE ATTACHED  
EXHIBIT "A"

97 OCT 10 P3:28

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and  
air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the  
property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors,  
administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, granting the right to collect and use the same, with or without taking posses-  
sion of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises  
and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest  
as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated  
10/9/97, and having the date of its final payment due on 10/20/12, or as extended, deferred  
or rescheduled by renewal or refinancing herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is  
hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Deed of Trust shall not secure more than, the aggregate  
sum of \$ 109400.08, with interest thereon, as may be hereafter loaned by Beneficiary to Grantor, or any of them, with interest thereon. This  
paragraph shall not constitute a commitment to make additional loans in any amount; (4) The payment of any money that may be advanced by the Bene-  
ficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of  
this Deed of Trust.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order: (1) FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other  
charges and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of interest due on said loan. THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other  
casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts and in such  
companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Beneficiary; and that loss proceeds  
(less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such  
application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of Foreclosure, all rights of the  
Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. (2) To pay all taxes and special assessments of any kind that have  
been or may be levied upon said premises, or any part thereof, or upon the debt secured hereby, or upon the interest of Beneficiary in said premises or in said debt,  
and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper  
officer showing payment of all such taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option  
(whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the  
reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be  
deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To pay when due any  
lien on the property which is senior to the lien of Beneficiary and, notwithstanding any right or option granted by any senior lien or by any senior lienholder,  
Grantor will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Deed of Trust: until this Deed of  
Trust shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit  
or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to  
permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises, to complete within one hundred eighty days or restore promptly and  
in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed  
and materials furnished therefor; (6) If a signer of the Promissory Note, that he will pay, promptly the indebtedness secured hereby, in full compliance with the  
terms of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be  
extended or renewed and any portion of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the  
personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said  
indebtedness then remaining unpaid, and no charge in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the  
lien hereby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; (8) and that he does hereby forever  
warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter  
become due, or upon default in the performance of any agreement hereunder, including causing or permitting the principal balance of any senior lien to increase  
above the principal balance at the time of the making of this Deed of Trust or, subject to paragraph (14) hereof, upon sale or other disposition of the premises by  
Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the  
Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of  
the Beneficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default,  
Beneficiary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligation  
hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit  
with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give  
notice thereof as required by law.

(2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation,  
including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or  
his successor in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien  
or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein  
is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed  
and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's  
fees actually incurred, if allowed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure  
the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the  
obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

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(3) After the lapse of such time as may then be required by law following the recording of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand, on Grantor(s), shall sell said property on the date and at the time and place designated in said Notice of Sale, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the highest rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

(6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.

(8) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(9) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Trustee accepts this Trust when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(12) If any Debtor is a married person, he represents and warrants that this instrument has been executed on his behalf, and that he has not executed the same as surety for another.

(13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

(14) In the event the Grantor(s) transfer(s) the ownership of the said premises, or any part thereof, the entire unpaid balance of the debt secured hereby shall immediately become due and payable at the option of Beneficiary; however, Beneficiary may permit an assumption of Grantor's obligations by a party satisfactory to Beneficiary.

(15) Any wording in this Trust Deed providing for the recovery by the Beneficiary of attorney's fees and costs notwithstanding, the Beneficiary or Trustee shall not be entitled to recover collection expenses of any kind, including, but not limited to Trustee fees and attorney's fees, except as the same may be allowed by the Oregon Consumer Finance Act or other applicable law.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date 10/9/97  
Signed sealed and delivered in the presence of:  
Sonya Ballenger Witness SONYA BALLENGER  
Craig I Quick Grantor-Borrower CRAIG I QUICK (SEAL)  
Pamela Jeanne Quick Grantor-Borrower PAMELA JEANNE QUICK (SEAL)  
County of JACKSON

On this 9 day of October, 1997, Personally appeared the above named CRAIG I QUICK and PAMELA JEANNE QUICK and acknowledged the foregoing instrument to be their voluntary act and deed.

Before SONYA BALLENGER Notary Public for Oregon My Commission expires 5/7/01  
SONYA BALLENGER Notary Public for Oregon  
MY COMMISSION EXPIRES MAY 7, 2001

REQUEST FOR FULL RECONVEYANCE  
Dated \_\_\_\_\_  
The undersigned is the legal owner and holder of the indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name \_\_\_\_\_

Mail Reconveyance to: \_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF OREGON,  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2000.  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ Record of Mortgage of said County.  
Witness my hand and seal of County \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_

TRUST DEED

Grantor  
Beneficiary

## EXHIBIT "A"

33537

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 41 South, Range 11 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Section 5, being the intersection of State Highway No. 39 and Malone Road and marked by 5/8" iron pin with a True-Line Surveying plastic cap in monument case; thence N. 89°46'00" E., along the South line of said Section 5, 241.25 feet; thence North 30.00 feet, more or less, to the Northerly right of way line of said highway; thence continuing North 910 feet, more or less, to the Southerly right of way line of the Burlington Northern Railroad; thence Westerly along said railroad right of way line, 239 feet, more or less, to a point on the West line of said Section 5; thence S. 00°08'07" W. 941.37 feet to the point of beginning, including the area within said Malone Road and State Highway No. 39.

Reserving a non-exclusive easement and right of way for the locating, establishing, constructing, and maintaining a ditch or ditches for irrigation and drainage purposes. The easement hereby reserved shall include such rights of entry upon, passage over, and such other rights as may be necessary or useful. The reserved easement is for the benefit of the following described real property:

That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, T 41 S, R 11 E.W.M., Klamath County, Oregon, lying southerly of the Burlington Northern Railroad excepting therefrom the above described parcel. The benefited parcel contains 73 acres, more or less, including the area in Dodd's Hollow Road and State Highway No. 39.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 10th day  
of October A.D., 19 97 at 3:28 o'clock P.M., and duly recorded in Vol. M97  
of Mortgages on Page 33535

FEE \$20.00

By Bernetha G. Letsch County Clerk:  
Kathleen R. Riva