DEED TRUST

SAMUEL E. BOYD, JR. and SAMANTHA J. BOYD 4430 CLEVELAND

KLAMATH FALLS, OR 97601

Grantor KLAMATH BASIN HABITAT FOR HUMANITY, INC. P.O. BOX 476 KLAMATH FALLS, OR 97601

Beneficiary

ESCROW NO. MT45314-KR

After recording return to: AMERITITLE 222 S. 6TH STREET KLAMATH FALLS, OR 97601

MTC 45314 KR

THIS TRUST DEED, made on JULY 17, 1998, between SAMUEL E. BOYD, JR. and SAMANTHA J. BOYD, husband and wife, as Grantor, AMERITITLE, as Trustee, and KLAMATH BASIN HABITAT FOR HUMANITY, INC., an Oregon 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:

Lot 2 of TRACT 1326, being a Replat of Lots 1, 2, 3, 4, 5 and 6 in Block 10, STEWART ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SEE ADDENDUM TO TRUST DEED ATTACHED WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

together with all and singluar 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

together with all and singular the tenements, nereditaments and appurhenances 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 **THIRTY FIVE THOUSAND FIVE HUNDRED TWENTY SEVEN** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable August 17 2009.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said 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 said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To complete or restore promptly and in good workmanlike manner any building

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 said premises 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 the full insurable value, written in companies acceptable to the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary as soon as insured; if grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary under 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 said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges that may be levied or assessed upon

It is mutually agreed that:

8. In the event that any portion or all of said 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, which are

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.

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 such 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 said property; (b) join in granting any easement of creating any restriction thereton), and the recitals therein of any map or other agreement affecting this deed or the line or of charge groon or persons legally entitled thereto, and the recitals therein of any map for the property. The grantee in any reconveyance may be described on the presons of persons legally entitled thereto, and the recitals therein of any maters of faces shall reconveyance may be described on the presons of the property of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, or beneficiary and 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 lection, and taking possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, or the proceeds of fire and other insurance polices or compensation or awards for any taking or damage of the

their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor of to his 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.

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 a

insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any manual insurance requirements imposed by applicable law.

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 [NOTICE: Line out the warranty that does not apply]

(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 beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this mortgage, it is understood that the mortgagor or mortgagee may 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, said grantor has hereunto set his hand the day and year first above written.

County of This instrument was acknowledged before me SAMUEL E. BOYD, JR. and SAMANTHA J. BOYD on My Commission Expires_ Public for OCEGON



	26421
REQUEST FOR FULL RECONVEYANCE (To be used	only when obligations have been paid) Trustee
TO:	ed by the foregoing trust deed. All sums secured by the trust ment to you of any sums owing to you under the terms of the
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

HABITAT ADDENDUM TO TRUST DEED

Grantor and Beneficiary further agree as follows:

- 1. Grantor acknowledges that prior to entering into this Agreement, Grantor signed a Letter of Intent with Beneficiary pursuant to which it agreed to satisfy certain requirements both before and after assuming occupancy of the real property described herein. The provisions of such Letter of Intent are incorporated herein by reference. Grantor acknowledges and agrees that failure to satisfy any of the requirements set forth in such Letter of Intent or violation of any of the provisions of such Letter of Intent shall be considered a default under the terms of this Trust Deed.
- 2. Grantor further acknowledges that in the event of a default under the terms of this Trust Deed, Grantor shall not be entitled to compensation for any "sweat equity" which Grantor may have completed or to reimbursement of any rental payments, purchase payments or other sums which Grantor may have expended in connection with Grantor's occupancy of the property described herein.
- 3. In addition to the regular monthly payments which Grantor is required to pay to Beneficiary pursuant to the promissory note referenced herein, Grantor shall also pay to Beneficiary each month a sum estimated to be 1/12 of the annual real property taxes assessed against the real property described herein and 1/12 of the annual premium for insurance on said real property. The initial additional amounts to be paid each month for estimated taxes shall be \$0 and for insurance shall be \$25.00. The amount of the additional payment shall be adjusted each year based on the amount of the total tax assessment and insurance premium. Such additional payments for taxes and insurance shall be due on the same day that each monthly payment is due on the promissory note.
- 4. Concurrently herewith Grantor and Beneficiary have entered into an agreement entitled "Right of First Refusal and Shared Appreciation Agreement" which limits the right of Grantor to receive the proceeds received from the sale of the property described herein under certain circumstances. The provisions of such Agreement are hereby acknowledged and incorporated herein by reference.
- 5. The provisions of the foregoing Trust Deed, this Addendum and the Promissory Note secured thereby shall be binding upon the heirs, successors and assigns of the parties hereto.

DATED this 17th day of July YR 1998
BENEFICIARY: BENEFICIARY: KLAMATH BASIN HABITAT FOR HUMANITY SAMANTHA J. BOYD BY: While See
STATE OF OREGON) ss: County of Klamath)
The foregoing instrument was acknowledged before me this 17th day of July , 1998 , by Samuel E. Boyd, Jr. and Samantha J. Boyd. OFFICIAL SEAL KRISTI L REDD NOTARY PUBLIC - OREGON COMMISSION NO. 048518 MY COMMISSION EXPIRES NOV. 18, 1999 My Commission expires: 11/16/99
STATE OF OREGON) 55. County of Klamath) The foregoing instrument was acknowledged before me this 17th day of
July , 1998 by Dennis D. Findorff who, being duly sworn did say that he is the President and by Lori Ann Findorff who, being duly sworn did say that she is the Secretary of KLAMATH BASIN HABITAT FOR HUMANITY and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL
KRISTI L. REDD
NOTARY PUBLIC - OREGON
COMMISSION NO. 048516
MY COMMISSION EPIRES NOV. 16, 1999

Notary Public

My Commission expires: 11/16/99

RIGHT OF FIRST REFUSAL AND SHARED APPRECIATION AGREEMENT

::TTAG

July 17, 1998

PARTIES:

SAMUEL E. BOYD, JR. and SAMANTHA J. BOYD, Owner

KLAMATH BASIN HABITAT FOR HUMANITY, an Oregon nonprofit corporation, Grantee

RECITALS:

A Owner is the owner of real property commonly known as 4430 Cleveland, City of Klamath Falls, Klamath County, Oregon (the "Property"), more particularly described as follows: Lot 2, Replat of Lots 1, 2, 3, 4, 5 & 6, Block 10, Stewart, Klamath County, Oregon.

- B. On the same date as this Right of First Refusal and Shared Appreciation Agreement (the "Agreement"), Owner and Grantee have executed a Trust Deed and Promissory Note for the transfer of the Property from Grantee to Owner.
- C. Grantee is a non-profit corporation which sells affordable housing, under favorable terms to qualified buyers. Grantee employs voluntary labor, receives donated building materials, receives no interest on the Promissory Note and takes no profit on the sale of the Property.
- D. Grantee is interested in making the Property available as affordable housing to qualified buyers if Owner desires to sell the Property before all of Owner's obligations under the Trust Deed and Promissory Note are fulfilled.

AGREEMENT:

NOW, THEREFORE, in consideration of Grantee's sale to Owner of the Property at below market price with a no-interest Promissory Note, the parties agree as follows:

- 1. Owner hereby agrees: (1) to use the Property exclusively as a personal residence for Owner and Owner's immediate family members; (2) not to use or permit the use of the Property for profit or gain by Owner, without the prior written consent of Grantee being obtained; (3) grants to Grantee the following described right of first refusal; and (4) further agrees to the terms and conditions of the Agreement with respect to the Property.
- 2. If Owner, at any time prior to payment in full of all sums owed on the Trust Deed and Promissory Note (the "Termination Date") shall desire to sell, contract to sell, transfer, exchange or otherwise dispose of the Property, the Owner shall first serve notice (the "Notice") in writing to Grantee, or its successor in interest, by registered mail, return receipt requested. The Notice shall indicate that

Page I - Right of First Refusal and Shared Appreciation Agreement

Owner desires to sell the Property back to Grantee, or that Owner has a bona fide offer for the sale of the Property, in which case the Notice shall include the name and address of the person desiring to purchase the Property, and the sale price and terms of payment for the sale. Owner shall first offer the Property to Grantee, or its successor in interest, in the following manner.

- 3. If Owner desires to transfer Owner's interest in the Property during the first five years of this Agreement, Grantee has the first right to buy back the Property by paying Owner his or her "Original Cost Equity" in the Property within ten (10) days of receipt of the Notice. Owner's "Original Cost Equity" the first five years of this Agreement shall be the original sales price of the Property less the balance owing on the Promissory Note, unpaid taxes, standard closing costs, all financial encumbrances that Owner has allowed to be placed on the Property since the date of this Agreement and the reasonable cost of any necessary repairs to the Property affecting habitability, including those resulting from normal wear and tear.
- 4. If Grantee does not exercise its first right of refusal as set forth above, Owner may sell the Property to the person designated in the Notice for the sales price and on the terms set forth in the Notice. The net sales proceeds received from the sale of the Property to a third party shall be divided by returning to Owner the Original Cost Equity as described above and allocating the remaining proceeds to Grantee. Thus, during the first five years of this Agreement, Owner shall not share in any increased value of the Property.
- If Owner desires to transfer Owner's interest after the first five years of this Agreement, Grantee has the first right to buy back the Property by paying to Owner the "Market Value Equity" of the Property within ten (10) days after determination of the fair market value of the Property. Owner's "Market Value Equity" after the first five years of this Agreement shall be the fair market value of the Property less the balance owing on the Promissory Note, unpaid taxes, standard closing costs financial encumbrances that Owner has allowed to be placed on the Property the date of this Agreement and all reasonable costs to make repairs to the property affecting habitability, including those resulting from normal wear and tear, all multiplied by the percentage that Owner has reduced the Promissory Note balance from the date of this Agreement to the date of sale. In other words, if the Owner has reduced the Promissory Note balance by 25% as of the date of the sale, Owner shall be entitled to receive 25% of the fair market value of the property, less the balance owing on the Promissory Note, unpaid taxes, standard closing costs, all financial encumbrances that Owner has allowed to be placed on the Property since the date of this Agreement and all reasonable costs to make repairs to the property affecting habitability, including those resulting from normal wear and tear If the parties cannot agree on the fair market value of the Property, it shall be determined by an appraisal to be performed by a qualified appraiser to be chosen by Grantee. The cost of such appraisal shall be paid one-half by Owner and one-half by Grantee.
- 6. If Owner desires to transfer Owner's interest in the Property after the first five years of this Agreement, and Grantee does not exercise its first right of refusal as set forth in the preceding paragraph, Owner may sell the Property to the person designated in the Notice for the sales price and on the terms set forth in the Notice. The net sales proceeds received from the sale of the Property to a third party shall be divided between Owner and Grantee as set forth in the preceding paragraph. Thus, after the first five years of this Agreement, Owner will share in any increased value of the Property proportional to the amount Owner has reduced the Promissory Note balance.

- Grantee's rights hereunder shall terminate automatically and forever on the Termination Date. Upon such termination, Grantee shall cooperate in providing Owner with any instruments which Owner may reasonably require for the purpose or removing from the public record any cloud on Owner's title to the Property attributable in any manner to the grant or exercise of this Agreement.
- In the event litigation is instituted, including any bankruptcy or arbitration proceedings, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees, together with all expenses which may reasonably be incurred in taking such action, including but not limited to, costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection services. If any appeal is taken from any judgment of the trial court, the loosing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs in such appeal.

This Agreement shall be governed by the laws and jurisdiction shall be deemed MANTH BASIN HABITAT FOR HUMANITY

BY: A PRES.

STATE OF OREGON) · · · · · · · · · · · · · · · · · · ·
County of Klamath)	ss: instrument was acknowledged before me this
of <u>July</u> Boyd.	19 98, by Samuel E. Boyd, Jr. and Samantha J.
OFFICIAL SEAL OFFICIAL SEAL KRISTI L. REDD HOTARY PUBLIC - OREGON COMMISSION NO. 048516 MY COMMISSION EXPIRES NOV. 16, 1999	Notary Public My Commission Expires: 11/16/99
STATE OF OREGON) County of Klamath)	ss.
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OFFICIAL SEAL KRISTI L. REDD NOTARY PUBLIC - OREGON COMMISSION NO. 046516 MY COMMISSION EXPIRES NOV. 16, 1999	Notary Public My commission expires: 11/16/99
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at request of Ameriti of A.D., 19 98 at3 of Mortgage	tle the 20th day
FEE \$50.00	Bernetha G. Letsch, County Clerk By Kathan Kush

FEE