

**TRUST DEED**

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**TRUST DEED**

**Grantor's Name and Address:**  
Home Advantage Serv. Co., Inc.  
1470 NW First Avenue Suite 100  
**Bend, OR 97701**

**Grantee's Name and Address:**  
The Recording Room (Name, Address, Zip):  
**American Title**  
15 Oregon Avenue  
**Bend, OR 97701**

SC-RESET/FCR

STATE OF OREGON.

County of \_\_\_\_\_, \_\_\_\_\_, is.  
I certify that this 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 file/file/instru-  
ment/reel/film/receipt No. \_\_\_\_\_  
Record of \_\_\_\_\_ of said County.  
Witness my hand in Seal of County  
affixed.

THIS TRUST DEED, made at this  
place this 1<sup>st</sup> day of January, 1911,  
between MARY DIAMOND,

## GENEALOGY

, 19.99., between

AMERICAN TITLE  
HOME ADVANTAGE SERVICES, LLC

....., as Grantor,  
as Trustee and

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in  
Klamath County, Oregon, described as:

Lot 1, Block 4  
according to the official  
Klamath County, Oregon.

Tract 1 is LEISURE WOODS, UNIT #2, located thereon a file in the office of the County Clerk of

together with all and singular the tenement or heretofore appertaining, and the rents, issues and profits and appearances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with

FOR THE PURPOSE OF SECURING THE PERFORMANCE OF each agreement of principal herein contained, the sum of THIRTY-ONE THOUSAND FIVE HUNDRED and NO/100THS DOLLARS, with interest thereon according to the terms of a promissory note, dated this day of January, in the year of our Lord One thousand eight hundred and fifteen, and interest hereon,

notes or even unto herewith, payable to be  
not sooner paid, to be due and payable.....  
The date of maturity of the debt is  
ascertained and payable. Should the grant-  
or as all (or any part) of grantee's inter-  
ests in it be withdrawn by the beneficiary's option\*, all obligations secured  
become immediately due and payable. The  
instrument is the date, stated above, on which the final installment of the  
amount agreed to, or actually sold, conveyed, or assigned (or any part) of the prop-  
erty, or other assets, or attempt to, or actually sell, convey, or assign all (or any part) of the prop-  
erty, or other assets, or any part thereof, to the beneficiary, then, at such time,  
it is withdrawn by this instrument, by this instrument, by this instrument, by this instrument,  
first obtaining the written consent or approval of the beneficiary, then, at such time,  
respective of the maturity dates expressed therein, or herein, shall  
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 which may be constructed thereon; not to commit or permit any waste of the property.

2. To complete or restore property and in good condition or improved thereon, and pay when due all costs incurred thereon.

damaged or destroyed thereby, and  
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions  
so requests, to join in executing such financing statement  
to pay for filing same in the proper public offices or offices  
as may be deemed desirable by the beneficiary.

agencies as may be deemed desirable by the grantor.  
5. To provide and continuously at Intuit insurance on the buildings now or hereafter owned by the grantor, against damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$10,000.00, and to payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; 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 sue 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 deems best. Any deficiency, or release shall not cure or waive any default or notice of default, but render or invalidate any act done pursuant to such notice.

letter agnols to the attorney  
It is mutually agreed that:  
5. In the event that any portion of all of the property shall be taken under the right of eminent domain or  
fiduciary shall have the right, if it so elects, to require that all or any portion of the monies paid as no compensation for such ta-

which are necessary or convenient for such proceedings, shall be paid to it in the trial and appellate courts, necessary expenses, reasonable attorney's fees, and granted interest in obtaining such compensation, a sum not less than \$100.

9. At any time and from time to time it is the intent of the undersigned ("the grantor") to sell all the undivided interest in his/her trust estate, trusted only: (a) consisting of any portion thereof; (b) jointly or severally, without warranty, all or any interest owned thereto; and the recitals for any of the services mentioned in this paragraph shall not less than \$5.

10. Upon any default by grantor to be appraised by a court, and without possession of the property or any part due and unpaid, and apply the same, its indebtedness secured hereby, and in such case the entering upon and taking of any instrument policies or compensation aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by grantor being of the trustee 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 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 to foreclose this trust deed in the manner provided in O.R.S. 86.755 to 86.795.

12. After the trustee has commenced to foreclose by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the trustee or any other person so privileged by ORS 86.755, may cure the default or defaults. If the default consists of a failure to pay, when due, as 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 and attorney's fees not exceeding the amounts provided by law.

13. 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 in form as required by law conveying the property as is, 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.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses 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 an interest in the trust 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.

15. 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 of proper appointment of the successor trustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee, beneficiary or trustee shall be a party unless such action or proceeding is brought by grantor.

The grantor covenants and agrees it and with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully attached hereto, 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 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 all 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:

(1) primarily for grantor's personal family or household purposes (see Important Notice below).

This deed applies to, trustee to the personal representatives, successors and assigns of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, trustees and beneficiaries shall mean the holder and owner, including pledgee, of the contract or loan.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that be taken to mean and include the plural, and that generally all grammatical changes shall be construed to apply equally to corporations and individuals.

Grantor has executed this instrument the day and year first above written.



OFFICIAL SEAL  
NOTARY PUBLIC  
COMMISSION NO. 81254  
MY COMMISSION EXPIRES DEC 5, 2004

REQUEST FOR

RECONVEYANCE [To be used only when obligation has been paid.]

STATE OF OREGON, COUNTY OF WASHINGTON ss.

This instrument was acknowledged before me on January 25, 1999,

by MIKE DIAMOND

My Notary Public for Oregon My commission expires 12-31-2002

I did for record at request of

on January 25, 1999 at 3:11 P.M., and duly recorded in Vol. M39

of Linda Smith, County Clerk

for a sum of \$15.00

PER

RECONVEYANCE

RECONVEYANCE