

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



TRUST DEED

Jeremy And Karlie Chronister
5436 Villa Drive
Klamath Falls, OR 97603

Grantor's Name and Address
Brian and Cindy Quick
625 Wildland Drive
Klamath Falls OR, 97601

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):
Brian and Cindy Quick
625 Wildland Drive
Klamath Falls OR, 97601

2008-011763

Klamath County, Oregon



00051783200800117630020025

08/19/2008 11:15:33 AM

Fee: \$26.00

SPACE REF
FC
RECORDI

THIS TRUST DEED, made on August 14th, 2008, between

Jeremy and Karlie Chronister, as Grantor,
Amerititle, as Trustee, and
Brian and Cindy Quick with rights of survivorship, 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:

5436 Villa Drive Klamath Falls, OR, 97603

Legal Description: Lot 3 in Block 2 of cypress Villa, according to the official plat there of on file in the office of the county clerk of Klamath County, Oregon.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way 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 Twenty Thousand

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, if not sooner paid, to be due and payable on July 5th 2011.

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.

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; and 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 the 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 other hazards, as the beneficiary may from time to time require, in an amount not less than \$ 200,000.00, written by one or more companies acceptable to the beneficiary, with loss 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 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 becomes 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. 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. 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 shall 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 and attorney 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 or any suit or action 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 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 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 which are in excess of the amount required to pay all reasonable costs, expenses and attorney 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 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. 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.

(OVER)

20-AJY

Beneficiary

before recognition is made.

DO NOT LOSE OR DESTROY THIS TRUST DEED OR THE NOTE WHICH IT SECURES. BOTH SHOULD BE DELIVERED TO THE TRUSTEE FOR CANCELLATION

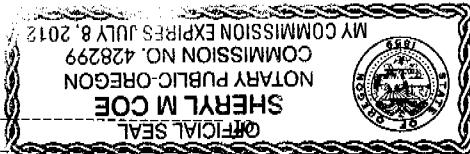
DATED August 14, 2008

Karlie Chonister, 5436 Villa Drive, Klamath Falls, OR 97603
nailed by the terms of the trust deed, the trustee now held by you under the same. Mail the recovery advance and documents to Jerry

The underprivileged 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 release and hold harmless to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed to you herewith together with the sum owing to you under the terms of the trust deed as delivered to you in 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 to you herewith together with the sum owing to you under the terms of the trust deed as delivered to you in any sums owing to you under the terms of the trust deed and to receive, without warranty, to the parties paid

REQUESIT FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)
TO: AMERITITLE
Trussee

Notary Public for Oregon
My commission expires July 26, 2012



This instrument was acknowledged before me on

STATE OF OREGON, County of Yamhill, Oregon
This instrument was acknowledged before me on
July 14, 1928.

1886

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

In consequence, single shall be taken to mean and include all the plural, and that generally all grammatical changes shall be made, assumed and implied to make the context so requires, the of apply equally to corporations and to individuals.

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 benefiticiary herein.

(a) primarily for greater personal benefit or household purposes (see *nonprofit* below).

(b) for dead applies to, inures to the benefit of, and binds all heirs, executors, administrators, trustees, debtors, personal representatives, business heirs, beneficiaries, etc., of the testator.

The grantor warrants that the proceeds of the loan repaid by the above described note and this trust deed are (choose one): *
the principal amount of the loan advanced by the lender to the borrower (see paragraph No. 20 below); or
the law.

and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 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 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 grantor covenants to and agrees with the beneficiary and the beneficiaries' successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, noncumulative title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

records of the county or counties in which the property is situated, shall be conclusive proof of proper application of the successor trustee.

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 a successor to the trustee named herein or to any successor trustee appointed hereunder, shall be entitled to all the rights and powers of the trustee so succeeded.

15. When trustee sells property 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 sub-sequent to the interest of the trustee and a reasonable charge by trustee's attorney; (4) the surplus, if any, to the grantor, or to the trustee entitled to such surplus.

provided by law, in the event my estate may fail to make payment in full, the trustee shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The trustee in the event of any failure to pay the amount due on account of the trustee's expenses, shall be entitled to receive payment from the estate, but including the greater and beneficially, may purchase at the sale.

14. Other fees. The trustee may charge the estate for its services as trustee and shall bill the estate for the time to which the estate may be postponed as provided by law. The trustee may charge the estate for its expenses as trustee and shall bill the estate for the time to which the estate may be postponed as provided by law.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the trustee conducts the sale, the grantor or any other person may cure the deficiency 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 held non-default accrued.

the manner provided in ORS 96.735 to 96.795.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement or covenant contained in any indenture or agreement of record between grantor and any other party, the trustee may exercise all the powers hereinabove set forth in the indenture or agreement of record.

11. The entering upon or taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other misfortune, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

10. Upon my death by whatever means, my personal possessions 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 decedency of any beneficiary, be entirely bequeathed, bequests and profits, including those past due and unpaid, and apply to the same, less costs and expenses of collection and collec-

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 conveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making