

AMERITITLE  
2005AM  
NTC

2015-004646

Klamath County, Oregon

05/08/2015 12:35:25 PM

Fee: \$62.00

After Recording Return To:

Siskiyou Habitat for Humanity  
PO Box 1482  
Yreka CA. 96097-1482

Send Tax Notices To:  
Siskiyou Habitat for Humanity  
PO Box 1482  
Yreka CA. 96097-1482

## SECOND DEED OF TRUST

**DATED:** May 7, 2015

**GRANTOR:** Andrew M Boyd  
Heather Eller

**BENEFICIARY:** Siskiyou Habitat for Humanity  
PO Box 1482  
Yreka CA. 96097-1482

**TRUSTEE:** AmeriTitle  
300 Klamath Avenue  
Klamath Falls, Oregon 97601

### 1. GRANT AND CONVEYANCE OF PROPERTY.

**1.1 Grant.** This Trust Deed secures to Beneficiary: (a) the repayment of the Second Principal (as defined below) and all renewals, extensions and modifications of the Second Purchase Money Promissory Note between Grantor and Beneficiary of even date with this Trust Deed (the "**Second Note**"); and (b) the performance of Grantor's covenants and agreements under this Trust Deed and the Second Note. For this purpose, Grantor hereby irrevocably grants and conveys the Property to Trustee, in trust, with power of sale.

**2.2 Title Warranties.** Grantor represents, warrants and covenants that it owns the Property and has the right to convey it, and that the Property is not encumbered

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except for encumbrances of record and the First Trust Deed in favor of Beneficiary securing a First Purchase Money Promissory Note. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. **PAYMENTS.** Grantor shall pay the Second Principal immediately upon "Transfer" of the Property as set forth below.

4. **RESTRICTIONS ON TRANSFER OF THE PROPERTY.**

4.1 **Restriction on Transfer.** For a period of ten (10) years following the date of this Trust Deed, Grantor shall not refinance, sell, convey, assign, lease, sub-lease, exchange, contract, hypothecate, mortgage, pledge, prepay the First Purchase Money Promissory Note principal in full, or otherwise transfer, voluntarily or involuntarily ("**Transfer**"), or make any agreement to Transfer, all or any part of Grantor's interest in the Property without Beneficiary's prior written consent. Beneficiary's consent may be withheld for any reason. Any attempted Transfer without Beneficiary's prior written consent shall be void and shall entitle Beneficiary, in addition to other rights and remedies available for Grantor's default, to declare the balance of principal and accrued but unpaid interest immediately due and payable. Consent by Beneficiary to one Transfer shall not constitute consent to other Transfers or a waiver of this section. Beneficiary hereby consents to a transfer to heir(s) resulting from the death of Grantor during the term of this agreement.

4.2 **Right of First Refusal.** If Section 4.1 is judicially determined to be unenforceable and in any event before any sale of the Property, the right of first refusal set forth in this Section 4.2 shall apply. Beneficiary shall have until sixty (60) days after the date on which Section 4.1 is judicially determined to be unenforceable to notify Grantor whether it wishes to buy the Property for the original purchase price as stated in the deed by which the Property is conveyed to the Grantor, with the balance owed to Grantor under the Second Note to be a credit against the purchase price. If Beneficiary so elects, the sale to Beneficiary shall be consummated within thirty (30) days after the date on which the notice of election is delivered to the Grantor. Taxes and other prepaid expenses shall be prorated at closing. If Beneficiary does not so elect within such thirty day period, Grantor shall have thirty (30) days following the expiration of the thirty (30) day period in which to consummate the sale. All proceeds of such sale, to the extent of the then outstanding balance of principal and any other amounts owed under this Trust Deed and the Second Note, shall be paid to Beneficiary. If Grantor fails to close the sale to a third party within the thirty (30) day period, the Beneficiary's right of first refusal shall be deemed revived. This right of first refusal shall remain in effect until the tenth (10<sup>th</sup>) anniversary of the date of this Trust Deed.

4.3 **Payment of Second Principal.** The parties conclusively agree that, as of the date of this Trust Deed, the fair market value of the Property is \$ 101,000.00. The difference between this fair market value and the purchase price that Grantor is paying for

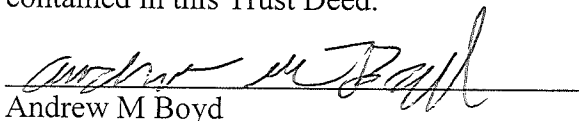
the Property is \$ 18,600.00 (the "Second Principal"). If Beneficiary consents to or is required to permit Grantor to Transfer the Property and Beneficiary does not exercise its right of first refusal, Grantor shall pay Beneficiary the Second Principal immediately upon Transfer of the Property. Borrower's duty to repay shall terminate when the first mortgage is paid in full and the Second Trust Deed is signed and shall at that point in time be deemed entirely satisfied by the Grantor. Beneficiary shall then cause to be reconveyed its interest under the Second Deed of Trust.

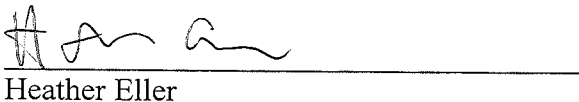
**4.4 Grantor's Acknowledgment.** GRANTOR ACKNOWLEDGES FOR GRANTOR, GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS THAT BENEFICIARY IS A TAX-EXEMPT, CHARITABLE ORGANIZATION THE PURPOSE OF WHICH IS TO SELL HOUSES TO QUALIFIED PERSONS WHO WOULD NOT OTHERWISE BE ABLE TO AFFORD THEM. THE PROPERTY IS BEING SOLD TO GRANTOR BECAUSE BENEFICIARY'S SELECTION PROCESS HAS IDENTIFIED GRANTOR AS A PERSON (OR PERSONS) QUALIFIED TO BUY THE PROPERTY, SUBJECT TO THE TERMS AND CONDITIONS OF THIS TRUST DEED. TO PERMIT GRANTOR TO TRANSFER ALL OR ANY PART OF THE PROPERTY WOULD BE INCONSISTENT WITH BENEFICIARY'S INTENT IN SELLING THE PROPERTY TO GRANTOR. GRANTOR'S AGREEMENT TO STRICTLY OBEY THE RESTRICTIONS SET FORTH IN THIS SECTION 4 IS A MATERIAL INDUCEMENT TO BENEFICIARY'S AGREEMENT TO SELL THE PROPERTY TO GRANTOR.

**5. INCORPORATION BY REFERENCE.** The terms and conditions of the First Deed of Trust between Grantor, Beneficiary and Trustee are incorporated into this Trust Deed as fully as if set forth in this Trust Deed, including but not limited to Sections 3 through 29 in their entirety. A default under the First Deed of Trust shall be an event of default under the Second Deed of Trust.

**UNDER LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.**

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Trust Deed.

  
Andrew M Boyd

  
Heather Eller

STATE OF OREGON )

) ss.

County of Klamath )

This instrument was acknowledged before me on May 7, 2015, by Andrew M. Boyd and Heather Eller

Cherice F. Treasure

Notary Public for Oregon

**EXHIBIT A**

**(COPY AND PASTE FROM BARGAIN AND SALE DEED)**



## EXHIBIT "A"

Lot 10, Block 306, Darrow Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.