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09/01/2015 08:28:56 AM

Fee: \$62.00

After Recording Return to:

B. Kevin Burgess
101 East Broadway, Suite 200
Eugene, OR 97401

Until a change is requested all tax statements**shall be sent to the following address:**

Anthony R. Lange and Jenna M. Lange
3438 Stark Street
Eugene, OR 97404

TRUST DEED

FROM: Anthony R. Lange and Jenna M. Lange (Grantor)
TO: Watkinson Laird Rubenstein, P.C. (Trustee)
IN FAVOR OF: Charles J. Shaw and Joyce C. Shaw (Beneficiary)
DATE: August 15, 2015

Grantor grants, bargains, sells, conveys and assigns to Trustee in trust for Beneficiary, with power of sale, the real property located in Klamath County, Oregon, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof, and described as:

Lot 16 Block 4, Tract No. 1069, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$90,000, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this trust deed, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property that

becomes damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this trust deed.
3. To keep all buildings now or later erected on the property continuously insured against loss by fire or other hazards in an amount not less than the replacement value of the buildings. All insurance must (a) be written by a company reasonably acceptable to Beneficiary, (b) contain a long-form mortgagee endorsement in favor of Beneficiary with proceeds under any policy payable to Beneficiary, subject to the terms of this trust deed, (c) require 10 days' prior written notice to Beneficiary of cancellation or reduction in coverage, and (d) contain a waiver of subrogation. Grantor will furnish to Beneficiary on request a certificate evidencing the coverage required under this trust deed and a copy of each policy. The amount collected under any insurance policy may be applied upon to the indebtedness at the Beneficiary's discretion, which will not cause the discontinuance of any proceedings to foreclose this trust deed.
4. To defend any action or proceeding purporting to affect the security of this trust deed or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this trust deed.
5. To pay all costs, fees, and expenses in connection with this trust deed, including the expenses of the Trustee incurred in enforcing the secured obligations and Trustee's and attorney's fees actually incurred.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property, Beneficiary may pay the same, and the amount paid, with interest at the rate set forth in the note secured by this trust deed, will be added to and become a part of the debt secured in this trust deed.
7. Grantor hereby represents and warrants to Beneficiary that Grantor has the right to grant this trust deed to Beneficiary.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this trust deed, will be paid to Beneficiary to be applied to the obligation.

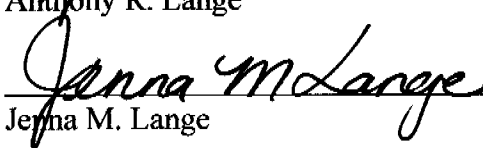
2. By accepting payment of any sum secured by this trust deed after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this trust deed, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary.
4. Upon default by Grantor in the payment of any indebtedness secured by this trust deed or in the performance of any agreement contained in this trust deed, all sums secured will immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee will foreclose this trust deed either in equity as a mortgage in the manner provided by law for mortgage foreclosures, or nonjudicially by advertisement and sale in the manner provided by law. Beneficiary may, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Grantor or the adequacy of the property as security, have a receiver appointed to enter upon and take possession of the property, collect the rents therefrom, and apply the same as the court may direct. Any receiver appointed may serve without bond. Beneficiary shall not be disqualified to serve as receiver. The expense of the receivership (including counsel fees and other costs) shall be secured by this trust deed. The rights and remedies of Beneficiary are cumulative and concurrent and may be pursued separately, successively, or together against Grantor or against other obligors, or against the property, or any one or more of them, at the sole discretion of Beneficiary, and may be exercised as often as occasion therefore shall arise.
5. The election of Beneficiary not to exercise any option or remedy, which it may have under this trust deed with respect to any default, does not waive Beneficiary's right to exercise such rights or options as to any other default, nor does it waive any other remedy available to Beneficiary.
6. This trust deed applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary means the holder and owner of the note secured by this trust deed.
7. Grantor will indemnify and hold Beneficiary and Beneficiary's agents, legal representatives, heirs, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney fees at trial and on any appeal or petition for review) arising out of or in any way related to or affecting the property or Grantor's use of the property. The covenants contained in this paragraph will survive the payment of the indebtedness and reconveyance of this trust deed and will survive delivery of a deed in lieu of foreclosure to Beneficiary and any foreclosure, whether judicial or nonjudicial, of the property by Beneficiary, and will be for the benefit of Beneficiary, as holder of any security interest in the property or the indebtedness, or as owner of the property following foreclosure or the delivery of a deed in lieu of foreclosure.

8. Time is of the essence in the payment of the indebtedness and the performance of the obligations under and secured by this trust deed.
9. In accordance with applicable law, Beneficiary may, from time to time, appoint a successor to Trustee or any successor trustee. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon Trustee herein.

[signatures on following page]

Grantor


Anthony R. Lange


Jenna M. Lange

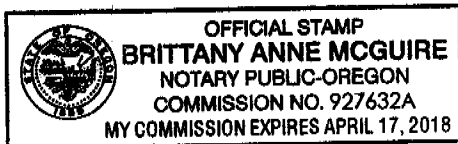
Address: 3438 Stark Street
Eugene, OR 97404

State of Oregon)
) ss.
County of Lane)

This instrument was acknowledged before me this 4th day of August, 2015, by Anthony R. Lange and Jenna M. Lange.



Notary Public for Oregon



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TRUST DEED