

**2017-000002**

**Klamath County, Oregon**

**01/03/2017 09:10:01 AM**

**Fee: \$67.00**

WHEN RECORDED RETURN TO:  
M&M Services, LLC  
PO Box 1093  
Medford, OR 97501

SEND ALL TAX STATEMENTS TO:

Dwight H. Slade  
5905 NE 52<sup>nd</sup> Place  
Portland, OR 98524

### **NON-RESIDENTIAL DEED OF TRUST**

THIS DEED OF TRUST is made on December 12, 2016, by Dwight H. Slade, Trustee of the Elizabeth A. Slade Trust, U.T.A.D. January 26, 1990, whose address is 5905 NE 52<sup>nd</sup> Place, Portland, Oregon 98524 ("Grantor"), to Richard L. Billin, having its office at 812 Bennett Ave., in Medford, OR 97504 ("Trustee"), for the benefit of M&M Services, LLC, whose mailing address is PO Box 1093, Medford, Oregon 97501 ("Beneficiary").

This Deed of Trust is for the purpose of securing performance of each agreement and obligation of Grantor contained herein and payment of the sum of Ninety Five Thousand Dollars (\$95,000.00) with interest at a rate of 6% per annum after April 1, 2017, in accordance with the terms of the Promissory note of even date, payable to Beneficiary or order and made by Grantor and all renewals, modifications or extensions thereof. The entire balance of the Promissory Note secured by this deed of Trust shall be due and payable on or before April 1, 2017.

As a condition to making the loan to Grantor, Beneficiary has required, and Grantor has agreed to provide, this Deed of Trust.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in Section 1.1 below, Grantor hereby irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all Grantor's right, title, and interest in and to the real property located in Klamath County, Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein, together with (1) all dwellings and other improvements now or hereafter located on the property, (2) all easements, tenements, hereditaments, and appurtenances relating to it and (3) all awards for any taking of all or any portion of it (collectively, the "Trust Property").

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns until all the Obligations are paid, performed, and satisfied in full, at which time the lien and estate hereby granted will be re-conveyed.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR COVENANTS AND AGREES AS FOLLOWS:

**ARTICLE I**  
**PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR**

**1.1 Obligations Secured.** This Trust Deed secures the payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note and this Trust Deed, whether payment and performance is now due or becomes due in the future (collectively, the "Obligations").

**1.2 Payment and Performance.** Grantor will pay and perform all the Obligations when due.

**1.3 Property.** Grantor warrants that he holds good and merchantable title to the Trust Property.

**1.4 Further Assurances.** Grantor will execute, acknowledge, and deliver, from time to time, any further instruments that Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

**1.5 Compliance with Laws.** Grantor represents, warrants, and covenants that the Trust Property is currently in material compliance with, and will at all times be maintained in material compliance with, all applicable laws, codes, regulations and all covenants, conditions, easements, and restrictions affecting the Trust Property. Grantor may conduct any and all activities which are allowed by laws, codes and regulations.

**1.6 Maintenance and Improvements.** Grantor will maintain the Trust Property and every portion of it, in good repair and condition, except for reasonable wear and tear, provided that Grantor may perform any investigation, building(s) removal or remedial actions pertaining to any soil or groundwater contamination at the Trust Property pursuant to the Oregon Department of Environmental Quality's (DEQ) underground storage tank ("UST") or remedial action laws and regulations to obtain final closure of the USTs and /or a No Further Action determination from DEQ.

**1.7 Liens.** Grantor will pay when due all claims for labor, services and materials that, if unpaid, might become a lien on the Trust Property. Grantor will not create or suffer any lien, security interest, or encumbrance on the Trust Property that may be prior to, or on parity with, the lien of this Trust Deed, except for any taxes, assessments, fees and other governmental charges existing on or before November 28, 2016.

**1.8 Impositions.** Grantor will pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein (collectively, the "Impositions"); however, if by law any such Imposition may be paid in installments, Grantor may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. Grantor will furnish to Beneficiary promptly on request satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

**1.9 Limitations of Use.** Grantor will not initiate or consent to any re-platting, partitioning, or rezoning of the Trust Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Trust Property without the prior written consent of Beneficiary, which consent cannot be unreasonably withheld, provided that Grantor may sell or enter into a purchase agreement for sale of the Trust property

that is greater than \$95,000.00 and that Beneficiary shall be paid \$95,000.00 at the closing of such sale, except as otherwise agreed by Beneficiary.

**1.10 Insurance**

(1) *Property and Other Insurance.* Grantor will obtain and maintain during the term of this Trust Deed property liability insurance, unless waived by Beneficiary, in an amount not less than the full remaining principal balance of the Note.

(2) *Insurance Companies and Policies.* Grantor will furnish to Beneficiary on request a certificate evidencing the coverage required under this Trust Deed and a copy of each policy.

**ARTICLE II  
CONDEMNATION**

If the Trust Property or any part of it is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or if Grantor receives any notice or other information regarding such action, Grantor will give immediate notice thereof to Beneficiary. Beneficiary will be entitled to all compensation, awards, and other payments or relief therefor ("Condemnation Proceeds") up to the full amount of the Obligations, and may appear in any Condemnation proceeding in its own or Grantor's name. Beneficiary may, at its option, apply the Condemnation Proceeds to the Obligations or release the proceeds to Grantor, on any terms and conditions that Beneficiary elects, for restoration of the Trust Property.

**ARTICLE III  
EVENTS OF DEFAULT AND REMEDIES**

**4.1 Events of Default.** Each of the following events will constitute an Event of Default under this Trust Deed:

(1) *Nonpayment.* Grantor's failure to pay any of the Obligations on or within 20 days after the due date.

(2) *Breach of Other Covenants.* After 20 days written notice, Grantor's failure to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in this Note and in this Trust Deed.

(3) *Misinformation.* Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or his agents to Beneficiary in connection with any of the Obligations.

(4) *Bankruptcy.* The occurrence of any of the following with respect to Grantor, any guarantor of the Obligations, or the then-owner of the Trust Property: (a) the appointment of a receiver, liquidator, or trustee for any such party or any of its properties, (b) adjudication as a bankrupt or insolvent, (c) the filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law, (d) inability to pay debts when due, or (e) any general assignment for the benefit of creditors.

**4.2 Remedies in Case of Default.** If an Event of Default occurs, Beneficiary or Trustee, as the case may be, may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) *Rents.* Beneficiary may revoke Grantor's right to collect the Rents, and may collect the Rents. Beneficiary will not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this subsection (2).

(3) *Power of Sale.* Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Trust Deed by advertisement and sale under applicable law.

(4) *Foreclosure.* Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property.

(5) *Fixtures.* With respect to any fixtures subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

(6) *Action on Note.* Beneficiary may elect to forgo its rights under this Trust Deed and to bring a legal action to obtain a judgment on the Note.

(7) *Recording of Deed in Lieu of Foreclosure.* Upon 20 day's written notice, Grantor may record the previously executed Deed in Lieu of Foreclosure in Klamath County, Oregon.

**4.3 Due on Sale.** The Trust Property may not be sold or transferred without the Beneficiary's consent, which shall not be unreasonably withheld. Upon breach of this provision, Beneficiary may declare all amounts due under the Note and Trust Deed immediately due and payable, unless prohibited by applicable law.

#### **ARTICLE IV GENERAL PROVISIONS**

**5.1 Time Is of the Essence.** Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

**5.2 Re-conveyance by Trustee.** At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting the liability of any person for payment of the Obligations, Trustee may re-convey, without warranty, all or any part of the Trust Property. The grantee in any re-conveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts will be conclusive proof of the truthfulness of them.

**5.3 Notice.** Except as otherwise provided in this Trust Deed, all notices must be in writing and may be delivered by hand, or mailed by first-class certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for receiving notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph will be deemed to have been given on the date of mailing; notices given by hand will be deemed to have been given when actually received.

**5.4 Substitute Trustee.** Beneficiary may substitute at any time one or more trustees to execute the trust hereby created, and the new trustee(s) will succeed to all the powers and duties of the prior trustee(s).

**5.5 Trust Deed Binding on Successors and Assigns.** This Trust Deed is binding on and inures to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantor, Trustee, and Beneficiary.

**5.6 Indemnity.** Grantor will, to the fullest extent allowed by law, hold Beneficiary and Trustee and, if either is a corporation or other legal entity, their respective directors, officers, employees, agents, and lawyers harmless from and indemnify them for any and all claims,

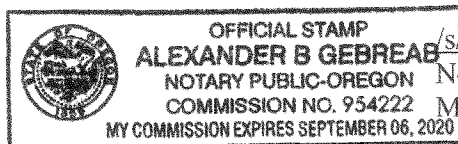
demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interests and rights under this Trust Deed.

**5.7 Applicable Law.** This Trust Deed will be governed by the laws of the State of Oregon.

GRANTOR: D. H. Slade TRUSTEE  
Dwight H. Slade, Trustee of the  
Elizabeth A. Slade Trust, U.T.A.D.  
January 26, 1990

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me on Dec. 12<sup>th</sup>, 2016, by  
Dwight H. Slade, Trustee of the Elizabeth A. Slade Trust, U.T.A.D. January 26, 1990.



h  
Notary Public for Oregon  
My commission expires: 9/6/2020

Exhibit "A"

The Southerly 125.0 feet of Tracts 1 and 2 of PLEASANT HOME TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING and EXCEPTING that portion thereof described as follows:

Beginning on the West line of said Tract 1 at a point 10.78 feet Northerly of the Southwest corner of said tract; thence Southerly along said West line 10.78 feet to said Southwest corner; thence Easterly along the South line of said Tracts 1 and 2 a distance of 149.4 feet to the Southeast corner of said Tract 2; thence Northerly along the East line of said Tract 2 a distance of 10.69 feet; thence Westerly in a straight line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by Statutuory Warranty Deed recorded March 11, 1991 in Volume M91, page 4350, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM all that portion conveyed to the State of Oregon, by and through its Department of Transportation by Warranty Deed recorded July 2, 2013 in Volume 2013-007590, Microfilm Records of Klamath County, Oregon.