

2019-004561

Klamath County, Oregon

04/30/2019 11:34:01 AM

Fee: \$127.00

After recording return to:

AmeriTitle
300 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR: Aaron Anders
Lara Anders
4204 N. Roxy Dr.
Medford, OR 97504

TRUSTEE: AmeriTitle
300 Klamath Avenue
Klamath Falls, OR 97601

BENEFICIARY:
W. Daniel Gregory and Janet B. Gregory
Revocable Living Trust UDOT 10/29/2001
W. Daniel Gregory, Trustee
Janet B. Gregory, Trustee
8232 Wagner Creek Road
Talent, OR 97540

Send tax statements to: Aaron Anders
Lara Anders
4204 N. Roxy Dr.
Medford, OR 97504

TRUST DEED

THIS TRUST DEED, made this 25th day of April, 2019, is between AARON ANDERS and LARA ANDERS, as GRANTOR, AmeriTitle as TRUSTEE, and W. DANIEL GREGORY and JANET B. GREGORY, Co-Trustees of the W. DANIEL GREGORY AND JANET B. GREGORY REVOCABLE LIVING TRUST UDOT 10/29/2001, as BENEFICIARY.

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale the real property and improvements in Klamath County, Oregon, commonly known as Lakewoods Lot 18, Klamath County, Oregon, and more particularly described on the attached Exhibit "A," together with all and singular tenements, appurtenances, hereditaments, easements, improvements, buildings, fixtures, equipment, rents, income, profits and royalties,

personal goods of whatever description and all other rights and privileges including all mineral, oil, and gas rights that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, and amounts received from any and all insurance payments, which may now or later be located, situated, or affixed on and used in connection with the "property."

FOR THE PURPOSE OF SECURING PERFORMANCE of (1) each agreement of grantor herein contained and (2) payment of the sum of \$30,000.00, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor. Any default under said promissory note or security agreement shall constitute a default under this instrument.

The date of maturity of the debt secured by this instrument shall be April 30, 2024. Should the grantor either agree to, or actually sell, convey or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, which shall not be unreasonably withheld, conditioned or delayed consistent with the terms of the promissory note, then at beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, grantor hereby assigns and transfers over to beneficiary all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the property, including any guaranties, extensions, amendments or renewals thereof, from the use of the property. So long as grantor is not in default, grantor may receive, collect and enjoy all Rents accruing from the property, but not more than one month in advance of the due date.

To protect the security of this trust deed, grantor agrees:

- To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
- To comply with all state laws, county ordinances, regulations, covenants, conditions and restrictions affecting the property.
- To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire, in an amount not less than FULL INSURABLE VALUE.
- 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 become 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 of nine percent (9%) per annum from date of expenditure until paid in full, 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 and 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, and 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 constitute a breach of this trust deed.

- To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and including trustee's and attorney's fees.

- 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 7 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:

- 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 reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (b) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mention in this paragraph shall be not less than \$5.

- Upon any default by grantor hereunder, beneficiary 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

- The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

- Upon default by grantor in payment of any indebtedness secured by or in grantor's performance of any agreement hereunder, time being of the essence with respect to

such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee 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 secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.726 to 86.815.

- After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any of other person so privileged by ORS 86.778, may cure the default or defaults. If the default consists of a failure to pay, when due, the 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 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's and attorney's fees not exceeding the amounts provided by law.

- 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 the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed or 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.

- When trustee sells pursuant 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 subsequent to the interest of the trustee 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.

- 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 proof of proper appointment of the successor trustee.

- Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor,

beneficiary or trustee shall be party, unless such action or proceeding is brought by trustee.

- The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereof, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

- The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for grantor's business or commercial purposes.

- This deed of trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

- Grantor shall give beneficiary notice of any action taken or threatened to be taken by private or public entities to appropriate the property or any part thereof, through condemnation, eminent domain or any other action. Further, beneficiary shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Beneficiary is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the note, whether or not then due or otherwise in accordance with applicable law. Unless beneficiary otherwise agrees in writing, any application of proceeds to the note shall not extend or postpone the due date of the payments due under the note or change the amount of such payments.

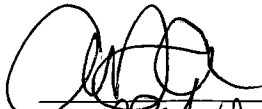
- No delay or failure of beneficiary to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No beneficiary delay or failure to demand strict adherence to the terms of this deed of trust shall be deemed to constitute a course of conduct inconsistent with beneficiary's right at any time, before or after an event of default, to demand strict adherence to the terms of this deed of trust and the related documents.

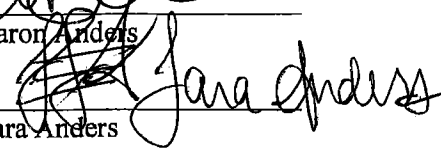
- This deed of trust will be governed by the laws of the State of Oregon including all proceedings arising from this deed of trust without regard for conflict of law provisions.

- This is of the essence with respect to the dates and deadlines set forth herein and the related loan documents.

[Space left intentionally blank]

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



Aaron Anders


Lara Anders

Acknowledgment in an Individual Capacity

State of OREGON

County of Jackson

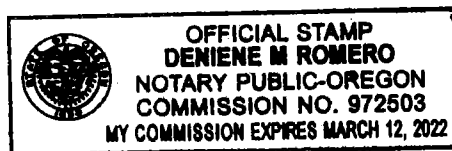
This record was acknowledged before me on (date) April 25, 2019 by

(name(s)) of individual(s) Aaron Anders.

Deniene M. Romero

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 6 of a Trust Deed (title or type of document), dated April 25, 2019, consisting of 8 pages.

Acknowledgment in an Individual Capacity

State of OREGON

County of Jackson

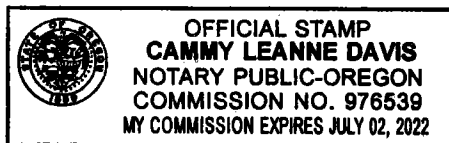
This record was acknowledged before me on (date) April 26, 2019 by

(name(s)) of individual(s) Lara Anders.

Cammy Davis

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 6 of a Trust Deed (title or type of document), dated April 25, 2019, consisting of 8 pages.

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid) TO: __, Trustee

The undersigned 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 are hereby directed, on payment to you of any such 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 (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to grantor at the address designated above.

Date: _____

Beneficiary

By: _____

Its: _____

**EXHIBIT A to DEED OF TRUST
LEGAL DESCRIPTION**

Lot 18, Block 1, Tract 1034, Lakewoods Sub. Unit No. 1, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon (hereinafter the "Property").