



MTC

RECORDING COVER SHEET

V28966 AM ORS 205.234

This cover sheet has been prepared by:

2020-016111**Klamath County, Oregon**

12/10/2020 12:16:00 PM

Fee: \$117.00

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: _____

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: RANDALL MOSSAddress: PO BOX 377City, ST Zip: KLAMATH FALLS, OR 97601**2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): TRUST DEED**3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)**

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: RANDALL MOSS

Grantor Name: _____

4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: LESTER MOSS

Grantee Name: _____

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: RANDALL MOSSAddress: PO BOX 377City, ST Zip: KLAMATH FALLS, OR 97601**6. TRUE AND ACTUAL CONSIDERATION – Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:**

\$ _____

7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)Tax Acct. No.: MULTIPLE PARCELS

TRUST DEED

Grantor: Randall Moss, PO Box 377, Klamath Falls, OR 97601
Trustee: Amerititle, LLC
Beneficiary: Lester Moss, 12313 E. Osage Nation Rd., Nevada, MO 64772

After recording return to:
Amerititle, LLC Trustee
P.O. Box 5017
Klamath Falls, OR 97601

TRUST DEED

THIS TRUST DEED, made this 14th day of October, 2020, between Randall Moss, as Grantor, AmeriTitle, LLC, as Trustee, and Lester Moss, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the following properties in Klamath County, Oregon, located at and legally described as:

Exhibit "A" attached herto and incorporated herein by this reference.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE MILLION ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars, (\$1,130,000.00 with interest thereon at 6% according to the terms of a promissory note of October 14, 2020 herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable in full on ~~December 1, 2035~~ *January 13, 2035* *ML*

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property, unless with the written permission of the beneficiary.
2. To complete or restore promptly and in good and workmanlike manner 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 said 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 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 said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than Fair Market Value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of

insurance now or hereafter placed on said 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 said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said 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 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 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.

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's and attorney's 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, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's 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's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said 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's 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's 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; and 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.

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 reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) 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 mentioned in this paragraph shall be not less than \$5.

10. 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 said 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.

11. The entering upon and taking possession of said 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his 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 an event the beneficiary at his election may 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 his written notice of default and his election to sell the said described real 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 86.735 to 86.795.

13. 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 other person so privileged by ORS 86.753, may cure the default 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 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. If 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.

14. 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 said sale may be postponed as provided by law. The trustee may sell said 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 of 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.

15. 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 his successor in interest entitled to such surplus.

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, 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.

17. 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 a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he 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:

(a) primarily for grantor's personal, family or household purposes,

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledge, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular

number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Randall Moss

Randall Moss

STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on 10-14 2020, by Randall Moss.

SEAL

Dona Alleen Nelson

Notary Public for Oregon

My commission expires 3-7-2022

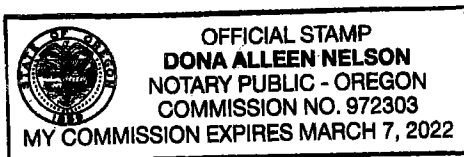


EXHIBIT "A"
LEGAL DESCRIPTION

1225 OWENS:

The Northerly 56 feet of Lot 9, Block 201 of MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

335 MARTIN:

Lot 12, Block 21, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2305 OAK:

The South 40 feet of Lots 27, 28 and 29, Block 24, INDUSTRIAL ADDITION IN THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2043; 2043 ½ APPLGATE:

Lot 698, Block 104, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2143 ORCHARD:

Lot 326, Block 111, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2150; 2150 ½ DARROW:

Lot 673, Block 107, Mills 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.

2030 VINE:

The East 25 feet of Lot 600, Block 103, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1523 DAYTON ST:

Parcel 1 of Land Partition 6-04, being a portion of Lot 11, Block 2 of BRYANT TRACT NO. 2, situated in the SE1/4 SE1/4 of Section 34, Township 38 Range 9 East of the Willamette Meridian, Klamath County, Oregon.

326 N. 10TH ST:

All that portion of Lots 1, 2, 7 and 8, Block 44, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning on the West line of 10th Street at a point thereon distant 6.88 feet Southerly from the corner common to Lots 8 and 1 of said Block; thence Westerly to a point on the West line of Lot 7 of said Block distant 10 feet Northerly from the Southwesterly corner of said Lot 7, (said Westerly line of Lot 7 being a line parallel to 9th Street and distant 155.76 feet therefrom); thence Southerly along said last mentioned line 32.8 feet; thence Easterly to a point on the said West line of 10th Street distant 38.00 feet Southerly from the point of beginning; thence Northerly along the said West line of 10th Street 38.00 feet to the point of beginning.

104 GRANT:

A parcel of land including Lot 4, Block 39 FIRST ADDITION to the City of Klamath Falls, Oregon, Lot 6 and a portion of Lot 7, Block 17 of EWAUNA HEIGHTS ADDITION to the City of Klamath Falls, Oregon, said parcel being more particularly described as follows: Beginning at the most Northerly corner of said Lot 4, Block 39, First Addition to the City of Klamath Falls, Oregon, said point being on the Southeasterly line of Grant Street; thence South 51 ° 15' East, along the Northeasterly line of said Lot 4 to the most Easterly corner thereof; thence continuing South 51 ° 15' East to a point on the Southeasterly line of Lot 7, Block 17, Ewauna Heights Addition to Klamath Falls, Oregon, said point being North 39 ° 05' East a distance of 34.2 feet from the most Southerly corner of said Lot 7; thence continuing South 39 ° 05' West, along the Southeasterly lines of Lot 7 and Lot 6, Block 17, Ewauna Heights, a distance of 86.6 feet, more or less, to the most Southerly corner of said Lot 6; thence North 50 ° 55' West along the Southwesterly line of said Lot 6, to the Southeasterly line of Grant Street; thence North 39 ° 05' East, along the Southeasterly line of

Grant Street a distance of 37.0 feet to the Northerly line of said Lot 6; thence continuing North 38 ° 45' East, along the Southeasterly line of Grant Street a distance of 49.6 feet to the point of beginning.

2159 ARTHUR ST:

Beginning on the West line of Lot A of SUBDIVISION OF ENTERPRISE TRACTS NO. 24, Klamath County, Oregon, 600 feet South of the Northwest corner of said Lot A; thence South 75 feet; thence East 299.5 feet; thence North 75 feet; thence West 299.5 feet to the place of beginning.

824 OAK AVE:

Lots 3 and 4 in Block 1 of HOLLISTER ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3041; 3041 ½ BISBEE:

The N 1/2 of Lot 3, Block 6, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

2142-2144 WANTLAND AVE:

Lot 3 in Block 211, MILLS SECOND 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.

239 ELDORADO AVE:

The West 1/2 of Lot 1 in Block 3, WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2109 GARY ST:

The North 1/2 of Lot 7, Block 6, PLEASANT VIEW TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
EXCEPTING THEREFROM any portion lying within the right of way of Gary Street.

1614 DIVISION ST:

The Southerly 40 feet of Lot 1, Block 218, MILLS SECOND ADDITION to the City of Klamath Falls, in the County of Klamath, State of Oregon.