

2021-000641

Klamath County, Oregon



00272329202100006410050052

01/14/2021 11:13:03 AM

Fee: \$102.00

**After recording, return to:**

Dylana Nalley  
1025 Omega Ln  
Pilot Hill, CA 95664-9613

**Grantor:**

Dylana Nalley  
1025 Omega Ln  
Pilot Hill, CA 95664-9613

**Beneficiary:**

Wayne N. Barber, Sr.  
89001 Hwy 42S #6  
Bandon, OR 97411

**Trustee**

Ticor Title Company  
1010 First St SE #210  
Bandon, OR 97411

---

**TRUST DEED**

**THIS TRUST Deed**, made on October 1, 2020 between **Dylana Nalley**, as Grantor, Ticor Title, as Trustee and **Wayne N. Barber. Sr**, as Beneficiary. Beneficiary has agreed to sell to Grantors that certain real Property as described herein. The following provisions represent the terms and conditions of Beneficiary's secured interest in the Property for repayment of Grantors Promissory Note, which accompanies this Deed of Trust.

**WITNESSETH:** That Grantors irrevocably grants, bargains, sells and conveys to Trustee, in trust, with power of sale, the Property in Klamath County, Oregon, described as follows:

**Lots 25, 26 and 27 in Block 58, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, according to the official plan thereof on file in the office of the County Clerk of Klamath County, Oregon.**

together with all and singular the tenements, hereditaments and appurtenances an all other rights thereunto belonging or in any way now or hereafter appertaining, and issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the Property.

**FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of Grantors herein contained and payment of the sum of Twenty Five Thousand Dollars (\$25,000.00), with interest thereon according to the terms of a Promissory Note of even date herewith, payable to Beneficiary his heirs or assigns or order and made by Grantors, the final payment of principal and interest, if not sooner paid, to be due and payable on October 1, 2025.

The date of maturity of the debt secured by this instrument is October 1, 2025 on which the final installment of the note becomes due and payable. Should the Grantors either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the Property, or all (or any part) of Grantors's interest in it without first obtaining 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, Grantors agrees:**

1. To protect, preserve and maintain the Property in good condition and repair equal to or greater than the time of purchase; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the Property.
2. To comply with all laws, ordinances, regulations, conditions and restrictions affecting the Property.
3. 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 becomes past due or delinquent of not more than 24 months. Should the Grantors fail to make payment of any taxes, assessments, liens or other charges payable by Grantors within 24 months of when due, 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 6%, together with the obligations described in 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. For such payments, with interest as aforesaid, the Property hereinbefore described, as well as the Grantors, shall be bound to the same extent that they are bound for the payment of the obligation herein described. 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 shall constitute a breach of this trust Deed.
4. 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 and attorney fees actually incurred.
5. 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 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, Grantors 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:**

6. In the event that any portion or all of the 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 fees necessarily paid or incurred by Grantors in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney 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. Grantors agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation upon Beneficiary's request.
7. 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 the 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; or (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.
8. Upon any default by Grantors hereunder, Beneficiary may, 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 fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.
9. 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.
10. Upon default by Grantors in payment of any indebtedness secured hereby or in Grantors'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 as provided in ORS 86.752 to 86.815.

11. 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 Grantors or any 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, 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 and attorney fees not exceeding the amounts provided by law.

12. 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 of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantors and Beneficiary, may purchase at the sale.

13. 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 Grantors, or to any successor in interest entitled to such surplus.

14. 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 Klamath County Oregon, shall be conclusive proof of proper appointment of the successor Trustee.

15. 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 Grantors, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

The Grantors covenants to and agrees with the Beneficiary and the Beneficiary's successors in interest that the Grantors is lawfully seized in fee simple of the real Property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the Grantors will warrant and forever defend the same against all persons whomsoever.

The Grantors warrants that the proceeds of the loan represented by the above described note and this trust Deed are primarily for Grantors'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 heirs or pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, Grantors has hereunto executed this instrument on 1 October, 2020:

  
Dylana Nalley, as Grantor

*See attached certificate*  
*on 10/01/2020*

STATE of OREGON, County of Coos )ss.

This record was acknowledge before me on \_\_\_\_\_ by Dylana Nalley.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of EL DORADO )

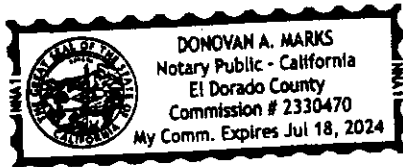
On 10/01/2020 before me, Donovan A. Marks, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared DYLANA NALLEY  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Donovan Marks  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**REQUEST FOR FULL RECONVEYANCE** (To be used only when obligations have been paid.)

TO: Ticor Title, 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 hereby are directed, on payment to you of any sums 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 the reconveyance and documents to

\_\_\_\_\_  
DATED \_\_\_\_\_ Beneficiary \_\_\_\_\_