Vol. 7 Proge 7646 38-8877 2475 = TRUST DEED AL 15 Page LORM No. \$51--Oregon Trust Dead Sprint. 2241 7318 581 SECOND THIS TRUST DEED, made this DAVID L. BERGMANN and LENORE D. BERGMANN, husband and wife, FIRST FUDERAL SAVINGS & LOAN ASSOCIATION, OF KLAMATH FALLS, a and JACK O. ZIRKLE and BETTY L. ZIRKLE, husband and wife, 1 10.75 , between , as Grantor, , as Trustee, , as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County Oregon described as: WITNESSETH: in Lots 52 and 53 in Block 14 of ST. FRANCIS PARK, Klamath County, Oregon. THIS SECOND TRUST DEED is inferior, secondary and made subject to a prior mortgage on the above described real estate made by DAVID L. BERGMANN and LENORE D. BERGMANN, husband and wife, to DAVID L. BERGMANN and LENORE D. BERGMANN, husband and wife, to the State of Oregon, represented and acting by the Director of Veterans' Affairs, dated the 27 day of June, 1975, and recorded in the mortgage records of the above-named county in book $M^{-7.5}$ at page 7316, thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$20,425.00; the unpaid principal balance thereof on the date of the execution of this instrument is 2. 8. 1025.4 ¥9.4 RECEIVED balance thereof on the date of the execution of this instrument is \$20,425.00. The protect the security of this trust deed, grantor agrees. If not source paid, to be due and payable to beneficiary or order and made by grants, the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or protect the security of this trust deed, grantor agrees. If or grant agrees a , 19 1975 8 20 JUL 10 . 11 EIVED REC The State surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 6. For any reason permitted by law beneficiary may from time to interappoint a successor or successors to any trustee named herein or to any time appoint a propointed bereunder. Upon such appointment, and without successor trustee appointment, the natter shall be vested with all title, conveyance to durine conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be toade by written hereunder. Each such appointment and substitution shall be toade by written hereunder. Bech such appointment and substitution shall be toade by written hereunder. Bech such when provided in the office of the County and its placed of the county or counties in which the property is situated, shall be conclusive proto of proper appointment of the successor trustee, shall be conclusive proto of proper appointment of the successor truste. The model is made a public tread of appride day then. Trustee is not acknowledged is made a public record as provided by hemelicity of the office of the county oblighted is made any arry hereto of pending sale under any other deed of ablighted in model any arry hereto of pending sale under any other deed no bolighted in models approximation is model day to trustee. decree out the trial court, summary decree out shall adjudg reasonable as the beneficiary of the trial court, shall adjudg reasonable as the beneficiary shall be taken ney's less on such append. It is mutually agreed that: It is mutually agreed that: It is oriect, to require that any portion or all of said property shall be taken all the event that any portion or all of said property shall have the under the right of ernisment domains or condemnation, beneficiary shall have the under the right of ernisment domains or condemnation, beneficiary shall have the under the right of ernisment domains and entropy the amount required as compensation for such taking, which are in secress of the amount required as compensation for such taking, ernemes and attorney's teen necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor in such proceedings, and the balance applied by bene-both in the trial and appellate courts, necessarily paid or take such actions recurred hereby; and dramter are shall be necessary in obtaining such com-and execute such instruments as shall be necessary in obtaining such com-and executes such instruments as shall be necessary in obtaining such com-ily upon beneficiary's request. y time and from lime to time upon written request of bene of its lees and presentation of this deed and the note for trust or of any action or procee shall be a party unless such act 9. At an 1017 The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-Aciary fully seized in fee simple of said described real property and has a valid, unencumbered title thereto NOTE: The Trust Deerl Act provides that the trustne hereunder must be either an altorney, wha is an active me or varings and loan association authorized to do business under the laws of Orrgon or the United States, real property of this state, its subsidiaries, affiliates, agents or branches. of the Oregon State Bar, a bank, trust company

Tree.

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7647 7319 and that he will warrant and forever defend the same against all persons whomsoever. Grantors may pay this Second Trust Deed at any time, paying the principal and interest to the date of payment. The grantor warrants that the proceeds of the lonn represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) -for-an-organization,-or (wen-il grantor is-a-matural person)-are-for-business or-commonial purposes other than a -This deed applies to, inutes to the benefit of and binds all parties hereto, their heirs, legatees, devisess, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, 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 leminine and the neuter, and the singular number includes the plugal IN WITNESS WHEREOF sold denoted. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and your ligst above written. (ORS 93.490)) \$5. STATE OF OREGON, County of . 19 Personally appeared who, being duly sworn, ach for himself and not one for the other, did say that the former is the Personally appeared the above namedDAVID L. BERGMANN and LENORE D. BERGMANN, 10 B president and that the latter is the and acknowledged the foregoing instru-their voluntary act and deed. secretary of , a corporation, and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors; and each of them acknowledged said instrument we its volunfary act and deed. Before new William . voluntary act and deed. Notary Public for Ore on My commission expired LUUNIY INDEXED (OFFICIAL SEAL) 「日本語語」 NGOD JO ON of 7318 * County ins within 86° (K 🗟 said n page. 2241 hand o'clock P. M., KLW ATH the MILNE CLERK ю that June шy recei /**H**[2 affixed certify WM. D Witness **VINUOD** ŏ of Σ County Record of file at 3; 50 in book County Ÿ. as 1 5 4.00 ŝ FEE WM. D. MILNE, County Clerk :Br Q. Johnand Deputy Approximit A Blas , Ej Cer

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

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STATE OF OREGON

san Ka

Susan Kay Way

Grantor

Notary Public for Oregon Netrev Public for Oregon Netrev Commission expires

STATE OF OREGON,

wife to be

SEAL)

DEED

TRUST

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(FORM No. 881)

(OFFICIAL

and

County of KLAMATH

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STATE OF OREGON; COUNTY OF KLAMATH; 55. TRANSAMERI LA TITLE INS. CO.

Filed for record at request of Vol. M 75 of MORTGAGES FEE \$ 400

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