

20

September

1979, between

and CAROL OBERSINNER

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 19, FAIR ACRES SUBDIVISION NO. 1, in the County of Klamath, State of Oregon, including levies, liens and utility assessments of the City of Klamath, Oregon.

SUBJECT to Regulations, including levies, liens and utility of Klamath Falls.

SUBJECT to Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.

SUBJECT to Reservations, including the terms and provisions thereof, as set forth in deed recorded May 26, 1942, in Book 147, at page 391, Deed Records, to A.M. Bowen, for the purpose of constructing and maintaining ditches, telephone lines, telegraph lines and electric power lines.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances and all other rights therunto 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, of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE

with payable to beneficiary or on _____ Dollars, with interest _____ and made by grantor, the _____

on 26 _____ 19 84

sum of FIFTEEN THOUSAND AND NO/100 - September 26, 1984
 thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by
 final payment of principal and interest hereof, if not sooner paid, to be due and payable.

final payment of principal and interest hereon.

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

1. To protect, preserve and maintain said property in good condition; not to remove or demolish any building or improvement thereon;

1. To protect, preserve and demolish any building or improvement and repair; not to remove or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed; and pay when due all costs incurred therefor.

3. To enforce all ordinances, regulations, covenants, conditions and restrictions, and to grant all requests, to the extent of the power thereon, and pay when due all costs incurred therefor.

[illegible]

4. To provide and continuously maintain insurance on the building 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,

[illegible][illegible]

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

[illegible][illegible]

The grantor covenants and agrees to and fully seized in fee simple of said described real property taxes for the year 1991.

[illegible]

10. Upon any default by grantor hereunder, or by a receiver to be appointed by a court of competent jurisdiction, or by a receiver to be appointed by a court of competent jurisdiction, the adequacy of any security provided by grantor, and without regard to the adequacy of any security provided by grantor, and without regard to the adequacy of any security provided by grantor, the indebtedness hereby secured, together with all interest thereon, shall be due and unpaid, and the lender shall have the right to collect the principal, interest and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, and in such order as the lender may deem proper, and the lender shall have the right to collect the principal, interest and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, and in such order as the lender may deem proper, and the lender shall have the right to collect the principal, interest and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereby secured, and in such order as the lender may deem proper.

[illegible][illegible][illegible][illegible][illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and recorded, shall be conclusive proof of proper appointment of the successor trustee and the Clerk or Recorder of the county or counties in which this deed is recorded shall be obligated to notify any party hereto of pending sale under by law, Trustee acknowledged is made a public record of pending sale under by law, Trustee shall be obligated to notify any party or proceeding in which grantor, beneficiary of trust or of any action or proceeding in which grantor is brought by Trustee shall be a party unless such action or proceeding is brought by Trustee under him, that he

with the beneficiary and those claiming under him, that he

fully seized in fee simple of said described real property and has a valid, unencumbered, real property taxes for the year 1979-80, a lien but not yet payable

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches.

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, household or agricultural purposes (see Important Notice below),
(b) ~~for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 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 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.

* 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 20, 1979

Personally appeared the above named

Thomas D. Henderson & Mona C. Henderson

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

OFFICIAL
SEAL

Notary Public for Oregon

My commission expires: 2-16-81

STATE OF OREGON, County of _____ ss.

, 19____

Personally appeared _____ and

_____ who, being duly sworn, each for himself and not one for the other, did say that the former is the

_____ president and that the latter is the _____ secretary of _____

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

TRUST DEED

(FORM No. 681)

THOMAS D. HENDERSON and

MONA C. HENDERSON

Grantor

CAROL OBERLINER

Beneficiary

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 20th day of September, 1979, at 3:36 o'clock P.M., and recorded in book M79 on page 22464 or as file number 74300.

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Wm. D. Milne

County Clerk

Title

Deputy

Fee \$7.00

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Investors Mortgage Co.

P. O. Box 515

Stayton, OR, 97383

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

ATTEST: _____

THOMAS D. HENDERSON and MONA C. HENDERSON

TRUST DEED

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.