

**TRANSAMERICA FINANCIAL SERVICES**

121 S. 9th St.

Klamath Falls, Or. 97601

Transamerica Title

GFAN(DR(S):

(1) Henry L. Jeanes

(2) Marian Jeanes

ADDRESS: 4211 Myrtlewood

CITY: Klamath Falls, Or. 97601

Age: 29

Age: 24

THIS DEED OF TRUST SECURES FUTURE ADVANCES

Lot 9, Block 5, Tract No. 1007, Winchester, in the County of Klamath, State of Oregon

1. To wit: with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

2 The above-described real property is not currently used for agricultural, timber or grazing purposes.

1. The Grantee also assigns to Beneficiary all rents, issues and profits of said premises, together with all other income and proceeds of any kind, in and from said premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon and occupy said premises, during continuance of default hereunder, and during continuance of such default, and to take possession of the same without regard to adequacy of any security for the indebtedness hereby secured by any loan to the Grantee.

[illegible]

any amount made by Grantors) on the obligation secured by this Deed of Trust shall be applied in the following order:

to be paid by the grantor(s)

$\text{Pr}_t, \text{Pr}_t = 1$  is the payment of the interest on  
 $\text{Pr}_t, \text{Pr}_t = 0$  is the payment of principal

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

(c) After thirty days of such time as may then be required by law following the recording of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in the Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person or persons attending the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property, vested, but without any covenant of warranty, express or implied. The records in the County Clerk's office containing the above recited provisions of this instrument shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

(d) In addition to the payment of all taxes due on the property sold hereunder, the grantor(s) shall pay the amount of (I) the costs and expenses of exercising the power of sale and of the sale, including the payment of

Beneficiary, and deliver to the purchaser its Deed conveying said premises.

Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may do as follows:

Trustee, to comply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustees' and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed, and all other taxes assessed hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

14. The Trustee shall execute and deliver to the Purchaser at the aforesaid sale, in the event such possession has not been obtained by the Trustee, a deed of conveyance of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not been obtained by the Trustee.

[illegible]

Trustee shall reconvey to said Trustor(s) the above-described premises according to the following terms and conditions:

[illegible]

shall not be deemed to impose on the Grantor any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

10. The provisions of this Deed of Trust shall not affect the validity or enforceability of any other provisions.

Any limitation on enforceability of any provisions herein shall not affect the validity or enforceability of any other provisions.

10. In full faith and enforceability of any provisions herein shall not affect the validity of enforceability of any other provisions.

11. The Trustee accepts this Trust when this Deed of Trust, any and all amendments, and all other documents, notices, and communications, including the any party hereto of pending sale under any other Deed of Trust or of any act on or proceeding in and out of court, are brought to the Trustee.

12. The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinafter set forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date 3/22/93

... signed and delivered in the presence of

Edward F. Laine  
Witness

Witness

Witness Leban Surgeon  
Witness

Witness

*Grantor*  
Grantor

(SEAL)

Grantor-Borrower

— (SEAL

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On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Personally appeared the above named

and \_\_\_\_\_

I have acknowledged the foregoing instrument to be my voluntary act and deed.

Before me,

(CS.F.M.)

Library Public for Oregon

My Commission expires \_\_\_\_\_

10/22/82

REQUEST FOR FULL RECONVEYANCE

Dated

TO TRUSTEE

TO TRUSTEE

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

Mail Reconveyance to:

34

135

By \_\_\_\_\_

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

TRUST DEED

STATE OF OREGON

County of San Diego

I certify that the within instrument was received for record on the 17<sup>th</sup> day of July 1980 at 6:14 o'clock P.M., and recorded in book 177 on page 177. Record of Mortgage of said

Witness my hand and seal of Court  
affixed.

B-

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