| M No. 281-1-Oregon Trust Deed Series-TRUST DI ED (No restriction on assignment).<br>+AJS-21280-70 82721 'TRUST DI   |  | v Page 6243   |
|---|--|---|
| THIS TRUST DEED, made this18thda  |  | 19.80 between   |
| TT OOKOT  |  |   |
| ROLF A. FLOCKOI<br>Grantor, TRANSAMERICA TILLE INSURANCE CO   | MPANY  | , as Trustee, and   |
| Grantor, TRANSAMERICA TILE INSURANCE CO<br>EDGAR D. ISENSEE and ESTHER L.   | ISENSEE  | ,   |
| Beneficiary,  |  |   |
| Grantor irrevocably grants, bargains, sells and conve   | ETH:<br>ys to trustee in trust, with   | n power of sale, the property   |
| KLAMA'I'H County, Oregon, described   | as:  |   |
| ot 3, Block 94, KLAMA'TH ADDITION TO T  | THE CITY OF KLAMA  | TH FALLS, in the  |
| ounty of Klamath, State of Oregon.  |  |   |
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| and the second  |  |   |
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|   |  | thereinto helondind or in anywise   |
| ogether with all and singular the tenements, hereditaments and approved on the second state of the second |  |   |
| on with said real estate.   | i each adreement of prantor he   | rein contained and payment of the   |
| im of TWELVE THOUSAND FILVE HONDRED CHID  |  | ording to the terms of a promissor  |
| ote of even date herewith, payable to bineficiary or order and made   | by grantor, the final payment  | of principal and interest hereet  |
| ot sooner paid, to be due and payable   | the date, stated above, on whi   | ch the linal installment of sale not  |
| The above described real property is not contently used for agrees:   | (a) consent to the making of any   | map or plat of said property; (b) join a<br>any restriction thereon; (c) join in an<br>offerting this deed or the lien or char  |
| I. To protect, preserve and maintain shid property in good thereon;<br>and repair; not to remove or demolish any building or improvement thereon;   | granting any easement of creating<br>subordination or other agreement<br>thereol; (d) reconvey, without warr   | ally restriction with the lien or charge<br>anty, all or any part of the property. The<br>be described as the "person or person<br>citals there'n of any matters or lacts sha<br>ness there's less lor any of the |
| 2. To commit or permit any wate of sale provide the good and workmanlike<br>2. To complete or restore promptly and in good and workmanlike<br>namer any building or improvement which may be constructed, damaged or  | be conclusive proof of the training  | aball he not less than \$5.   |
| namer any building or improvement which index index therefor.<br>Lettoyed thereon, and ony when due all costs incurred therefor.<br>3. To comply with all laws, ordinances, $reputations$ , covenants, condi-<br>tions and restrictions allecting statements pursuant to the Uniform Commen-<br>tion in executing tuch impring statements pursuant to the Uniform Commen-<br>tion in executing tuch impring statements pursuant to the Uniform Commen-<br>tion in executing tuch impring statements pursuant to any lor filling same in the   | 10. Upon any default by a<br>time without notice, either in pers   | on, by agent or by a receiver to be a   |
| oin in executing such ligancing statements purchas to the oblation same in the<br>call Code as the beneficiary may require and to pay for filing same in the<br>onper public office or offices, as well as the cost of all lien searches made<br>oper thing clficers or searching agencies as may be deemed desirable by the  | the indebtedness hereby secured, en  | ter upon and take possession offect the ren   |
| beneficiary.<br>4. To provide and continuously maint in insurance on the buildings  | ney's tees upon any indeditedness a  | n name such on ontrink control the same<br>past due and unpaid, and apply the same<br>and collection, including reasonable atto<br>ecured hereby, and in such order as ben  |
| in amount not less than i insurable Value, written in   | collection of such tents, assies and   | I taking possession of said property, t<br>profits, or the proceeds of fire and oth<br>or awards for any taking or damage of t<br>huns theread as altoresuld shall not cure                                       |
| policies of insurance shall be delivered to prosure any such insurance and to   | waive any delault or notice of de  | lault hereunder or invalidate any act do  |
| tion of any policy of insufance how or at iranto's expense. The amount<br>the beneficiary may procure the same at iranto's expense. The amount<br>collected under any lice or other insurance policy may be applied by beneficiary  | 12. Upon delault by grant<br>hereby or in his performance of an  | or in payment of any indebtedness secur<br>y agreement hereunder, the beneficiary m<br>nediately due and payable. In such an eve  |
| ciary upon any indebtedness secure intro the entire amount so collected, or<br>may determine, or at option of beneficiary the entire amount so collected, or  | and if the above described real i<br>timber or grazing purposes, the bei                                       | neliciary may proceed to foreclose this tri   |
| not cure of waive any default of house of default in the second state of a such notice.<br>act done pursuant to such notice.<br>5. To keep said premises free from construction liens and to pay all  | foreclosures. However it said real ficiary at his election may proceed   | to foreclose this trust deed in equity as   |
| taxes, assessments and other charges that has been assessments and other against said property before any part of such tures, assessments and other charges become past due or delinquent and promptly deliver receipts therefor  | and sale. In the latter event the<br>cause to be recorded his written r<br>said described real property to sa  | beneficiary of the and his election to sell<br>totice of delault and his election to sell<br>tisty the obligations secured hereby, whe  |
| ments, insurance premiums, news or other charge with funds with which to  | required by law and proceed to f<br>vided in ORS 86.740 to 86.795.   | oreclose this trust deed in the manner p  |
| and the amount so pard, with interiors described in faragraphs 6 and 7 of this hereby, together with the obligations described in faragraphs date secured by this   | then alter default at any time pr<br>trustee for the trustee's sale, the                                       | grantor or other person so privileged   |
| trust deed, without waiver of any figurest, will interest as aloresaid, the prop-   | tively, the entire amount then due<br>obligation secured thereby (include                                      | ling costs and expenses actually incurred   |
| same extent that they are bound that be un nedistely due and payable with-<br>described, and all such payments shall be un nedistely due and payable with-  | be due had no default occurred, a  | nd thereby cure the default, in which ev  |
| constitute a breach of this trust deed.   | place designated in the notice of s  | ale. The trustee may sell said property en  |
| of title search as well as the other coals und top and trustee's and attorney's   | shall deliver to the purchaser its   | deed in form as required by law convey  |
| 7. To appear in and determ any suit,<br>affect the security rights or powers of beneficiary or trustee; and in any suit,  | plied. The recitals in the deed of<br>of the truthlulness thereol. Any   | person, excluding the trustee, but includ   |
| any suit for the forecoure of this beneficiary's or trustee's attorney's less the<br>cluding evidence of title and the beneficiary's or trustee's attorney's less that be<br>amount of attorney's less mentioned in this parastraph 7 in all cases shall be   | 15. When trustee sets put<br>shall apply the proceeds of sale  | to payment of (1) the expenses of sale,   |
| first by the trial court and in the end of a pay such sum as the ap-<br>decree of the trial court, grantor buther adjess to pay such sum as the ap-<br>ottate court shall adjudge teasonable as the benchciary's or trustee's attor-  | having recorded liens subsequent   | to the interest of the trustee in the t   |
| ney's less on akin appeal.<br>It is mutually agreed that:<br>8. In the event that any portion or all of said property shall be taken<br>8. In the event that any portion or all of said property shall be taken   | surplus, if any, to the granier in<br>surplus.<br>16. For any reason perm                                      | itted by law beneficiary may from time  |
| under the right of eminent domain of contains any partion of the monies payable<br>right, if it so elects, to require that all or any partion of the amount required<br>a compensation for such taking, which are in excess of the amount required  | time appoint a successor or successor for successor trustee appointed herein conveyance to the successor trust | nder. Upon such appointment, and with   |
| to pay all reasonable costs, exponentially, shall be paid to beneficiary and<br>incurred by grantor in such proceedings, shall be paid to beneficiary and<br>anothed by it list upon any reasonable costs and expenses and attorney's tees,   | hereunder. Each such appointmer<br>instrument executed by beneficia  | and substitution shall be made by wri-<br>iry, containing reference to this trust   |
| both in the true and appendix the balance applied upon the inductedness<br>liciary in such proceedings, and the balance applied upon the inductedness<br>secured hereby; and grantor agrees, at its own opense, to take such actions<br>secured hereby; and grantor agrees, at its own opense, to take such actions   |  |   |
| and execute such instruments as and<br>pensation, promptly upon beneficiary's request.<br>9. At any time and from time to time upon written request of bene-  | acknowledged is made a public<br>obligated to notify any party he  | record as provided by law. Trustee is<br>reto of pending sale under any other dee   |
| liciary, payment of its tees and presentation of inits deed and the internation of the second and the internation of the international second and the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may  | shall be a party unless such act   | ding in which granior, beneficiary of the   |

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of shid described real property and has a valid, unencumbered title thereto 6244

(OFFICIAL SEAL)

and that he will warrant and forever defend the same against all persons whomsoever.

STATE OF OREGON,

.....

County of

(OEFICIAL)

**TO**:

(ORS 93.490)

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.

Purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, 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 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 aut, 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 instrumunt is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness form No. 1305 or equivalent; equivalent. If compliance with the Act not required, disregard this notice. If the signer of the above is a corporation. (if the signer of the above is a corporation, use the form of acknowledgment opposite.)

~ 1 100 ROLF A. FLOCKOI .....

Klamath March 20, 19, 80 Personally appeared the above name i Rolf A. Flockoi , 19 Personally appeared duly sworn, did say that the former is the who, each being first president and that the latter is the ment to be ... his voluntary art -a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and deed. Buyers me voluntary act and deed. (OEFICIAL) (Self) SEAL) (Self) (Construction of the self of the se

> REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

Notary Public for Oregon My commission expires:

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing frust deed. All sums secured by said I he undersigned is the left owner and houser of all indebtedness secured by the foregoing frust 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 herewish to the basis evid trust deed) and to recover without warrants, to the parties desidented by the terms of and the delivered to you said trust deed or pursuant to statute, to cancel sil evidences or indeotedness secured by said trust deed (which are delivered to you berewith 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:

Do not less 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.

| IRUST DEED                              | A strange of the second s |   |
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| (FORM No. 881-7)                        |  | STATE OF OREGON                           |
| 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - |  | County ofKlamath ss.                      |
| Grantor                                 |  | ment was received for record on the       |
|   | SPACE RESERVED<br>FOR  | at  |
| Beneficiary                             | RECORDER'S USE   | Record of Mortgages of mile               |
| RANSAMERICA                             |  | County affixed.                           |
| Lamater Faus ORCEAN                     |  | W;m. D. Milne                             |
| Thakiene 97601                          | and and an   | Gounty Clerk Title<br>By Dernetha Applach |
|   |  | Fee \$7.00                                |