K-3343Q STEVENS NESS LAW PUBLISHING CO., FORTLAND, OR. 97204 Vol. M 80 Page 13393 ~ (9) FORM No. 881-Oregon Trust Deed Series-TRUST DEED. TRUST DEED TN-1 87085 THIS TRUST DEED, made this <u>17th</u> day of <u>July</u> <u>X& NICOLAAS OOSTERMAN</u> 19.80, between ..., as Trustee, and KLAMATH COUNTY TITLE COMPANY, as Grantor, <u>KLAMATH COUNTERTING</u> GOLDAN, BOYER, <u>ALICE V. ANDERSON and JANENE V. BOYER</u>, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in ____Klamath____County, Oregon, described as: The Westerly 80.0 feet of Lot 43 of FIRST ADDITION TO SUMMERS LANE HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon CLARD BY MUT DEC * HOLD . together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise Conow or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connecnow or hereatter appertaining, and the rents, issues and profits thereof and all lixtures now or hereatter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Thirty One Thousand and No/100ths (\$31,000.00) sum of <u>INITLY</u> UNE INCUSATIO and <u>NOTIOUENS [JS1, UUU.UU]</u>
 Dollars, with interest thereon according to the terms of a promissory
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 not sooner paid, to be due and payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note
 The date of maturity of the debt secured by this instrument is the date, stated above, on any interest therein is sold, agreed to be
 The date of a payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, or
 then, at the beneficiary's option, alignations secured by this instrument, irrespective of the maturity dates expressed therein, or
 therein, shall become immediately due and payable.
 The above described real property is not currently used for agricultural, timber or grazing purposes.
 To expect the current date date there a date to the maturit to the maturity of any other and the date there a date to the terms of a purpose. <text><text><text><text><text><text><text> timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in draw dramting, any, casement or creating any restriction thereon; (c) join in any dranting, any, casement or creating any restriction thereon; (c) join in any dranting, any, casement or creating therein or thereon; (c) join in any drant of the property. The subordination or other agreement allecting this deed or the lien or charge tubordination or other agreement allecting therein of any matters or facts shall be conclusive proof of the truthlulness therein of any matters or facts shall be conclusive proof of the truthlulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than 55.
be conclusive proof of the truthlulness thereol, beneficiary may at each property of any recover to be applied by a constraint of the order of the adequacy of any security for pointed by a constraint end without regard to the adequacy of any security for pointed by as constraints, including those past due and ungaid, and apply the same sub or otherwise collect the rents, erely or any part thereoi, in its own name sue or otherwise collect the rents, less upon any indebtedness secured hereby, and in such order as bereficiary may determine.
11. The entering upon and taking possession of said property, the induction of such rents, issues and prolits, or the proceeds of irre and other insurance policies or compensation or awards for any taking or damade of the insurance policies or compensation or avards for any taking or damade of the insurance policies or compensation or avards for any taking or damade of the insurance policies or compensation or avards for any taking or damade of the insurance policies or compensation or avards for any taking or damade of the insurance policies or compensation or avards for any taking or damade of the insurance policies or compensation or avards for any taking or in this neelformane of deault hereunder or invalidate any 3

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pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an in equity as a mortgage or direct the trustee to foreclose this trust deed by an entry of the second direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and sale of the recorded his written notice of default and his election to sail the said described real property to satisfy the obligations secured to sell the said described real word proceed to foreclose this trust deed in thereby, whereupon the trustee shall lix the time and place of sale, five notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and sale

the manner provided in ORS 86.740 to 86.795. It is manner provided in ORS 86.740 to 86.795. It is should the beneliciary elect to foreclose by advertisement and sale 13. Should the beneliciary elect to foreclose by advertisement and sale trustee lor the trustee's sale the beneliciary or other person is interest, respec-ORS 86.760, may pay to then due under the terms of the trust deed and the tively, the entire amount the under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in coding the terms of the obligation and trustee's and attorney's lees not ex-enological as would not then be due had no delault occurred, and thereby cure the delault, in which event all foreclosure proceedings shall be dismissed by the trustee.

the delault, in which event all loreclosure proceedings shall be dismissed by the trustee. 14. 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 said sale may be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either 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 to sold, but without any covenant or warranty, express or im-the property to sold, but without any covenant or warranty, express or im-the grantor and beneticiary, may purchase at the sale. 15: When trustee sells pursuant to the powers provided herein, trustee statement of the obligation secured by the trust deed, (3) to all persons attorney (2) to the obligation secured by the trust deed, (3) to all persons attorney (2) to the obligation secured by the trust deed in the trust having recorded liens subsequent to the subscense in interest entitled to such anythin, it any, to the gamber or to bia successor in interest entitled to such autoplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. I.6. For any reason permitted by law heneficiary may from time to interappoint 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, conveyance to the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be readed with all title, conveyance to the successor trustee, the latter shall be readed by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be trade by written fusturment executed by beneliciary, containing reference to this trust deed and its place of the county or counties in which the property is situated, shall be conclusive prool of proper appointment of the successor trustee. I.7. Trustee accepts this trust when this deed, duly executed and neknowledged is made a public received persing sale under any other deed of trust or of any action or proceeding in which kranter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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, a bank, trust company or savings and loan association authorized to a business under the laws of Oregon or the United States, a tille insurance company authorized to insure tille to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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The grantor covenants and agrees to and with fully seized in fee simple of said described real prop	h the beneficiary and those claiming under him, that he is law-
and that he will warrant and forever defend the sa Grantor shall sell or transfer the prop principal and interest, shall be paid i	me against all persons whomsoever. ** In the event erty set forth herein the entire sum, both n full as of the date of said sale or trans-
 (a)* primarily for grantor's personal, family, non- (b)- for an organisation, or-(even if-grantor-is a natu nurnoses. 	epresented by the above described note and this trust deed are: old or agricultural purposes (see Important Notice below), and person) are for business or commercial purposes other than agricultural and person are for business or commercial purposes administrators, execu-
tors, personal representatives, successors and data a beneficial contract secured hereby, whether or not named as a beneficial contract secured hereby, the feminine and the neuter, and	ands all parties hereto, their heirs, legatees, devisees, administrators, execu- sem beneliciary shall mean the holder and owner, including pledgee, of the ary herein. In construing this deed and whenever the context so requires, the the singular number includes the plural.
IN WITNESS WHEREOF, said grantor has * IMPORTANT NOTICE: Delete, by lining out, whichever warranty not applicable; if warranty (a) is applicable and the beneficiary as such word is defined in the Truth-in-Lending Act and Regul beneficiary MUST comply with the Act and Regulation by mak disclosures; for this purpose, if this instrument is to be a FIRST life the purchase of a dwalling, use Stevens-Ness Form No. 1305 of if this instrument is NOT to be a first lien, or is not to finance of a dwelling use Stevens-Ness Form No. 1306, or equivalent. I with the Act is not required, disregard this notice.	(a) or (b) is is a creditor lation Z, the ding required en to finance r equivalent; the purchase
그 왜 전통적합법은 일정 수전에 가지 않는 것을 하는 것 같아요. 가지 않는 것 같아요.	93.490) STATE OF OREGON, County of) ss.
STATE OF OREGON,	19
July 17, 19.80	Personally appeared
Personally appeared the above named. NICOLAAS OOSTERMAN,	duly sworn, did say that the former is the president and that the latter is the secretary of
and acknowledged the foregoing instru- ment to be INIS voluntary act and deed. Effort me: (OFFICIAL SEAL) Notar Public for Oregon	secretary of
My conimission expires: 7/19/82	My commission expires:
计学校 化二乙基基 化乙酰氨酸盐 网络拉拉马拉拉 法法律法律 化合成合金 化合成合金 化合成合金 化合成合金	
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Crantor Grantor AFTER RECORDING RETURN TO KCtCa	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON, County ofKlamath