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18th day of July 1918, by the entirety

as Grantor, Transamerica Title Insurance Company
ITT Diversified Credit Corporation, as Trustee, and

WITNESSETH:

as Beneficiary,

WITNESSETH:

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

Lot 3, block 213, Mills second addition to the city of Klamath Falls,
in the county of Klamath, State of Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto 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.

together with all and singular the tenements, issues and profits thereof and all fixtures thereon, now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures thereon with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the performance of all obligations imposed on Grantor by an Agreement for Wholesale Financing (the "Agreement") dated 4-22-80, the sum of _____ Dollars, with interest thereon according to the terms of a promissory note (the "Note") dated 4-22-80, and made by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order until 19____, on which the final installment of said note not sooner paid, is to be due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and 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, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, shall be due and payable.

The above described real property is not currently used for agricultural, timber, or other use as defined in Section 51.10, RCW. The above described real property is not currently used for agricultural, timber, or other use as defined in Section 51.10, RCW.

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

13. Should the beneficiary elect to live days before the date set by the then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure 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 so provided by law. The trustee may sell said parcel either in one parcel or in separate parcels and shable at the time of sale. Trustees are to deliver to the highest bidder for cash, and in form as required by law conveyed to the purchaser its deed in full and in form as required by law. The trustee shall deliver to the purchaser its deed in full and in form as required by law. The trustee shall deliver to the purchaser its deed in full and in form as required by law. The trustee shall deliver to the purchaser its deed in full and in form as required by law. The trustee shall deliver to the purchaser its deed in full and in form as required by law.

"15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in full; (2) the compensation of the trustee and any reasonable charge by trustee's attorney; (3), to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in said land, and (4) the having recorded liens subsequent to the interest of their priority in said land as their interest may appear in the order of their priority entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the beneficiary may from time to time.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors. Upon such appointment, and without title, successor trustee appointed hereunder as trustee, the latter shall be vested with all powers and duties conferred upon any trustee. Such appointment shall be made by written instrument executed by beneficiary containing reference to this trust deed and its place of recording which, when recorded in the office of the county clerk and its place of recording county or counties in which the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged in public record as provided by law. There is no acknowledgment made by any party hereto of pending sale under any other deed obligated to notify any party hereto of pending sale under any other deed or proceeding in which grantor, grantee, beneficiary or trustee is or may be involved or proceeding in which grantor is or may be involved 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 do business under the laws of Oregon or the United States, a title insurance company authorized to insure title 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 696.503 to 696.585.

~~The obligations secured by this~~
* "The Agreement"

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

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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON

County of Klamath
August 4 1980

Personally appeared the above named
Bruce L. Brink &
Barbara L. Brink

and acknowledged the foregoing instrument to be their voluntary act and deed
Before me

OFFICIAL
SEAL

Notary Public for Oregon

My commission expires: 2/14/81

(ORS 93.490)

STATE OF OREGON, County of

), ss.

Personally appeared

and

who, each being first
duly sworn, 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 the 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)

NOT TO BE USED FOR RECONVEYANCE

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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

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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.

TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

ITT Diversified Credit Corp.
PO Box 1806
Lumox, CA 94238
Allen Jack McDonald

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the
4th day of August 1980
at 3:57 o'clock P.M., and recorded
in book/reel/volume No. M80 on
page 14478, or as document/fee/file/
instrument/microfilm No. 87765.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

By Wm. D. Milne
NAME TITLE
By Berntha Adolph Deputy

Fee \$7.00