

TRUST DEED

August, 1980, between

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838 KINGS CP VAS* 21st day of
THIS TRUST DEED, made this
SHERMAN G. SUNITSCH AND BONNIE J. SUNITSCH

as Grantor, **William L. Sisemore**
Certified Mortgage Co., an Oregon corporation

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to
in **Klamath** County, Oregon, described as:

in Klamath County, Oregon, described as:

A Tract of land situated in Lot 16, Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the East bank of Agency Lake, said point also being West a distance of 972.0 feet and North $0^{\circ}14'$ East a distance of 80.0 feet from the Southeast corner of Lot 16; thence East 315.0 feet; thence South $0^{\circ}14'$ West 80.0 feet, thence West, 288.0 feet along the South line of said Lot 16 to the East bank of Agency Lake; thence Northerly to point of beginning.

beginning.

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 tithes now or hereafter attached to or used in connection with said real estate.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal of office, this 10th day of June, 1906.

ATTEST: _____

NOTARY PUBLIC FOR THE STATE OF TEXAS

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment thereunder, the sum of FOUR THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by the grantor to the grantee, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by, grantor, the
August 21, 1983.
shall be due and payable as provided herein, and the final installment of said note shall be due and payable on the day stated above, on which the final installment of said note shall be due and payable.

The date of maturity of the debt secured by this instrument shall be the date when the property described herein becomes due and payable. In the event the within described property, or any part thereof, is 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, shall become immediately due and payable.

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The above described real property, together with the security of this trust deed, grantor agrees to preserve and maintain said property in good condition and to repair, reconstruct, replace, improve, alter, or demolish any building or improvement thereon, and to remove any waste of said property. In the event of any damage to, destruction of, or loss of any building or improvement promptly and in good and workmanlike manner, the grantor shall cause the same to be repaired, reconstructed, replaced, improved which may be constructed, damaged or destroyed, or removed therefrom.

10. Upon any default by grantor, agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, and issue and collect, including those past due and unpaid, and apply the same to the payment of the principal and interest on the indebtedness hereby secured, and the costs and expenses of operation and collection, including reasonable attorney's fees, and in such order as best interests of the business may require.

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

6. To pay, all costs, fees and expenses of the trustee incurred
of title search or in enforcing this obligation and trustee's and attorney's

[illegible][illegible]

right, if it so elects, to require the grantor to pay as compensation for such taking, which are in excess or more than necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and attorney's fees, incurred by grantor in such proceedings and expenses and attorney's fees, applied by it first upon any reasonable costs and expenses and incurred by beneficiary both in the trial and appellate courts, necessarily paid or incurred by the indebtedness both in such proceedings, and, the balance applied upon the indebtedness of beneficiary; and grantor agrees, at its own expense, to take such action as may be deemed advisable and all that may be necessary in obtaining such compensation.

17. Trustee accepts this trust when this deed, duly executed and acknowledged as provided by law, Trustee's acceptance thereof has been recorded in the public office and sale under any other power and duties of appointment and substitution shall be subject to the provisions hereunder. Each such appointment, containing reference to this instrument executed by beneficiary, when recorded in the office of the Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances; for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

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 696.505 to 696.585.

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 Z, the 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.

Use the form of acknowledgment opposite.

STATE OF OREGON,) ss.

County of Klamath)

August 21, 1980

Personally appeared the above named

Sherman G. Sunitsch and

Bonnie J. Sunitsch

Notary Public for Oregon

My commission expires: 6-19-84

My commission expires: 6-19-84

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STATE OF OREGON, County of

Personally appeared

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

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REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

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:

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

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