3585

TRUST DEED

Wol. 78/ Page 15105

____day of August _____, 19.81 , between THIS TRUST DEED, made this 14th. day of August ,19.81 Edward D. Burger and Debra M. Burger, husband and wife

First Western Title Company Donald D. Briese and Patricia G. Briese, husband and wife

as Beneficiary,

WITNESSETH:

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

Lot 1 in Block 3, RIVER PINE ESTATES, according to the official plat thereof corrected by Deed Volume M68, Page 9079, Microfilm Records of Klamath County, Oregon.

TOGETHER with a 24' x 60' Fleetwood Mobile Home, Serial No. SO578U.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and prolits thereof and all fixtures now or herealter attached to or used in connection with said real articles. with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Twenty-seven Thousand Nine Hundred and No/100 (\$27,900.00) -----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

tions and restrictions allecting sand properly pursuant to the Uniform Commercial Code as the beneficiary may receive and to pay for litting same in the
cial Code as the beneficiary may receive and to pay for litting same in the
cial Code as the beneficiary may receive as may be deemed desirable by the
proper public office or odling agencies as may be deemed desirable by the
proper public office or odling agencies as may be deemed desirable by the
proper public office or odling agencies as may be deemed desirable by the
now or hereafter erected on the said premises against loss of damage by live
now or hereafter erected on the said premises against loss of damage by live
now or hereafter erected on the said premises against loss of damage by live
now or hereafter erected on the hereiciary may assort as insurance and
to the companies acceptable to the bareliciary that the process of the proce

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all suns secured hereby immediately due and payable. In such an election may proceed to loreclose this truded by the process of the process of the suns that the dead of the process of the process of the suns that deed the process of the process of the suns that the dead of the process of the

the delault, in which event all toreclosure 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the sme of sale. Trustee shall deliver to the purchaser its deed in form as equirated by law conveying the property so sold, but without any covenant of extractive express or implied. The recitals in the deed of any matters of late shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

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, instituting the compensation of the trustee and a reasonable charge by rustee's attorney. (2) to the obligation secured by the trust deed. (3) to all persons alternative (2) to the subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus.

surpus. It any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor to successor to any trustee named berein or to any trustee appoint and successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be rested with all title powers and duties conferred upon any trustee hersal manned or appointed hereunder. Each such appointment and substitution to the successor trustee and the successor trustee and the property of the property of the control of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not cobligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, 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 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

See Exhibit "A" attached hereto and by this reference incorporated herein.

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 tor 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

This deed applies to, inures to the benefit of and binds all parties he

contract secured hereby, whether or not named as a b masculine gender includes the fermine and the	The term beneficiary shall mean the holder and owner, including pledgee, of the enticiary shall mean the holder and owner, including pledgee, of the enticiary herein. In construing this deed and whenever the context so requires, the plural
masculine gender includes the teminine and the neutron IN WITNESS WHEREOF, said grants	or, and the singular number includes the plural.
not applicable; if warranty (a) is applicable and the bene as such word is defined in the Truth-in-Lending Act and beneficiary MUST comply with the Act and Regulation b disclosures; for this purpose, if this instrument is to be a Fi the purchase of a dwelling, use Stevens-Ness Form No. 1 if this instrument is NOT to	Regulation Z, the Edward D. Burger y making required IREA So or equivalent:
with the Act is not required, disregard this notice.	lent. If compliance Debra M. Burger
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)	Patricka (현실) 2년 - 영향 전체 (1985년) 1년
STATE OF OREGON,	[ORS '93.490]
County of Deschutes ss. August 19 (81	STATE OF OREGON, County of) ss.
Personally appeared the above named	Personally appeared
Edward D. Burger and	duly sworn did say that t
Debra M. Burger ·	duly sworn, did say that the former is the president and that the latter is the
The state of the s	secretary of
LA M. VOIN - SERIT TOWNSHIP IN THE	Second Second
and acknowledged the foregoing instru- ment to be their voluntary act and deed. Before me:	a corporation, and that the seal attixed 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 Before me:
SEAL) \ Notary Public for Oregon	The manufaction of the section of th
· (1)	Notary Public for Oregon (OFFICIAL
OF My commission expires: 6-28-85	My commission expires: SEAL)
herewith together with said trust deed) and to reconvey, we estate now held by you under the same. Mail reconveyance	
	Urigina egeneral grap de frontes par en propositio defendes de se en
용하는 사람이들은 하일만 경험 빛	
그는 그는 그를 가게 된다면 함께 살	Beneficiary
Do not lose or destroy this Trust Dead OR THE NOTE which it secu	res. Both must be delivered to the trustee for cancellation before reconveyance will be made.
THOUSENESS OFFICE STREET, IN THE	Constancing Medical in Section Services 200 and 100 made.
TDIICT DETER	
	STATE OF OREGON,
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	STATE OF OREGON, State of County of State of St
Edward D. Burger	I certify that the within instru
The Control of the State of the	ment was received for record on the
Debia M. Burger	SPACE RESERVED at
Donald D. Briese	in peck/reel/volume No
	Dage
Patricia G. Briese	RECORDER'S USE page or as document/fee/file/ instrument/microfilm No
Beneficiary	RECORDER'S USE instrument microfilm No
AFTER RECORDING RETURN TO	RECORDER'S USE instrument microfilm No. Record of Mortgages of said County. Witness my hand ar 1 seal of
AFTER RECORDING RETURN TO THAT WENTERN TITLE CO. P.O. Box 5009	RECORDER'S USE instrument microfilm No. Record of Mortgages of said County. Witness my hand ar 1 seal of County affixed.
AFTER RECORDING RETURN TO	RECORDER'S USE instrument microfilm No. Record of Mortgages of said County. Witness my hand ar 1 seal of

7.3 3.46

- 1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of River Pine Estates Special Road District.
- 2. Reservations, Building and Use Restrictions, including the terms and provisions thereof, dated July 14, 1965 and recorded July 14, 1965 in Volume 363, Page 180, Deed Records of Klamath County, Oregon.
- 3. Right of Way for Walker Basin Canal over rear of lot, as shown on dedicated plat.
- 4. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.

STATE F DREGON; COUNTY OF KLAMATH; ss.
Hed for record at request of Mountain Title Co.
his 24thday of August A. D. 1981 at 2:16 o'clock P N., and
duly recorded in Vol. M81 , of Mortgages on Page 15105
By <u>Bernetha</u> A detach
Fee \$10.50

EXHIBIT A