

20105  
M81 page  
November 19, 81, between

RICHARD K. NEWMAN AND ARLA R. NEWMAN, as Trustee, and

as Beneficiary,

See description attached hereto and made a part hereof:

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of the parties, the parties have agreed to execute and deliver to the other party a promissory note in the sum of TWENTY FIVE THOUSAND AND NO/100- \$25,000.00, to be paid to the lender on or before the date of maturity of the loan, according to the terms of a promissory note attached hereto as Exhibit A.

note of even date herewith, payable to beneficiary or order and made by grantor, November 13, 1984, on which the final installment of said note  
not sooner paid, to be due and payable the date, stated above, on which the final installment of said note is sold, agreed to be  
secured by this instrument is the date, stated above, on which the final installment of said note is sold, agreed to be  
or any interest or approval of the beneficiary.

—herein, shall become immediately due and payable.

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

by filing officers or serving as a beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire, in and such other hazards as the said beneficiary may from time to time require, written in and such other policies as may be acceptable to the latter; all of which said policies and the proceeds thereof shall be paid to the said beneficiary may determine.

11. The ending upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other policies or compensation or awards in respect of any taking or damage of the premises, shall not constitute a breach of the covenants as aforesaid, shall not curtail the term of the lease, and shall not operate to terminate the lease.

[illegible]

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 sums secured hereby immediately due and payable. In such event, the beneficiary's election may proceed to foreclose this trust deed.

[illegible][illegible][illegible]

13. Should the beneficiary ~~be~~ <sup>be</sup> then after default at any time prior to live days before the trustee for the trustee's sale, the grantor or other person so privileged ORS 86.760, may pay to the beneficiary or his successors in interest, res- tively, the entire amount, then due under the terms of the trust deed and

[illegible]

hereby, together with the obligation of the grantor to pay the taxes and assessments on the property, shall be held on the date and at the time the sale is made, and the proceeds of the sale shall be applied to the payment of the taxes and assessments on the property, and the balance of the proceeds shall be paid to the grantor or to the person to whom the property is sold. If the proceeds of the sale are not sufficient to pay the taxes and assessments on the property, the grantor shall be liable for the balance of the taxes and assessments on the property, and the balance of the proceeds of the sale shall be paid to the grantor or to the person to whom the property is sold. If the proceeds of the sale are sufficient to pay the taxes and assessments on the property, the balance of the proceeds of the sale shall be paid to the grantor or to the person to whom the property is sold. If the proceeds of the sale are not sufficient to pay the taxes and assessments on the property, the grantor shall be liable for the balance of the taxes and assessments on the property, and the balance of the proceeds of the sale shall be paid to the grantor or to the person to whom the property is sold.

14. Otherwise, the sale shall be held on the date and at the place designated in the notice of sale or the time to which said sale is postponed as provided by law. The trustee may sell the parcel or parcels in one parcel or in separate parcels and shall sell the parcel or parcels for cash, payable at the time of sale. The sale shall be held on the date and at the place designated in the notice of sale or the time to which said sale is postponed as provided by law.

6. To pay all costs, fees and expenses of this trust including the cost of all searches as well as the other costs and expenses of the trustee incurred in the performance of the trust, the obligation and trustee's and attorney's fees and expenses of the trustee and attorney.

6. To pay all costs, fees and other costs and expenses of the trust, including the cost of title search as well as the cost of enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding brought by or against the grantor or beneficiary or trustee; and in any suit, affect the security rights or powers of beneficiary or trustee may appear, including action or proceeding in which the beneficiary or trustee to pay all costs and expenses, in-  
the actual incurred.  
action or proceeding for the foreclosure of this deed, to pay all costs and expenses, in-  
any suit for the foreclosure of this deed, to pay all costs and expenses, in-  
of title and the beneficiary's or trustee's attorney's fees; the  
in all cases shall be

[illegible]

16. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to any trustee named herein or hereafter upon such appointment.

16. For any reason successors to any trustee named in this trust agreement may at any time appoint a successor or successors to any trustee appointed hereunder. Upon such appointment, and a successor trustee appointed hereunder, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed by the terms of this trust agreement. Each such appointment and substitution shall be made by the trustee or trustees then in office, and shall be in full and complete satisfaction of all the powers and duties conferred upon any trustee herein named or appointed by the terms of this trust agreement.

[illegible][illegible]

17. Trustee accepts and agrees, at its own expense, to execute and record such instruments as shall be necessary in obtaining such compliance with the provisions of this deed and to execute such instruments as shall be necessary in obtaining such compliance with the provisions of this deed and to execute such instruments as shall be necessary in obtaining such compliance with the provisions of this deed.

9. At any time and from time to time upon the death of the grantor, the trustee shall be a party unless such action or proceeding is brought by the beneficiary, payment of its fees 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 be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company authorized to insure title, or a title insurance company authorized to insure title under ORS 696.505 to 696.509.

**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, or a duly licensed insurance company authorized to insure title under the laws of Oregon or the United States, a title insurance agency licensed under ORS 69A.505 to 69A.510, or an escrow agent licensed under ORS 69A.505 to 69A.510.

NOTE: The Trust is not authorized to do business in any state or territory of the United States or any foreign country, or savings and loan association authorized to do business in any state or territory of the United States or any foreign country, or property of this state, its subsidiaries, affiliates, agents or branches, the United States or any foreign country.

\_\_\_\_\_

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,

(ORS 93.490)

County of Klamath ) ss.  
November 7, 19 81

Personally appeared the above named

Richard K. Newman and  
Arla R. Newman

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19 \_\_\_\_\_

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)

NOTARY PUBLIC  
STATE OF OREGON  
I, Richard K. Newman, do hereby acknowledge the foregoing instrument to be their voluntary act and deed.  
Before me:  
Richard K. Newman  
Notary Public for Oregon

My commission expires: 6-19-84

# REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

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: \_\_\_\_\_, 19 \_\_\_\_\_

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it serves. 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.

Newman

Grantor

Certified Mortgage Co.

Beneficiary

AFTER RECORDING RETURN TO

Certified Mortgage Co.

836 Klamath Ave.

Klamath Falls, Or. 97601

STATE OF OREGON,

County of \_\_\_\_\_ ) ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as document/fee/file/instrument/microfilm No. \_\_\_\_\_ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

## DESCRIPTION

20107

A tract of land situated in the  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$  of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

## PARCEL 1:

Beginning at a point on the West line of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35, said point being Northerly 325.0 feet from the Southwest corner of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35; thence Easterly at right angles to the West line of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35 to the East line of the  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35; thence Northerly along the said East line to the Northeast corner of the  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35; thence Westerly along the North line of the  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35 to the Northwest corner thereof; thence Southerly along the West line of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35 to the point of beginning.

## PARCEL 2:

Also, beginning at the Southwest corner of the  $SW\frac{1}{4}NE\frac{1}{4}$  of said Section 35; thence North along the West line of said  $SW\frac{1}{4}NE\frac{1}{4}$  a distance of 325.0 feet; thence East at right angles to the West line of said  $SW\frac{1}{4}NE\frac{1}{4}$  a distance of 60.0 feet; thence South, parallel with the West line of said  $SW\frac{1}{4}NE\frac{1}{4}$  a distance of 85.0 feet; thence West at right angles to the West line of said  $SW\frac{1}{4}NE\frac{1}{4}$  a distance of 20.0 feet; thence South parallel with the West line of said  $SW\frac{1}{4}NE\frac{1}{4}$  a distance of 240.0 feet to the South line of said  $SW\frac{1}{4}NE\frac{1}{4}$ ; thence West along said South line a distance of 40.0 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~Klamath~~ Medford

this 18 day of November A.D. 19 81 at 8:30 o'clock A.M.

duly recorded in Vol. M 81, of Mtge. on a 20105

Fee \$12.00

EV. LYN BIEHN, County Clerk  
By Joyce M. Davis