

Vol. 138 Page

4th day of

December

19 81, between

THIS TRUST DEED, made this

THIS TRUST DEED, made this _____
 Jack H Von Achen and Phebe I. Von Achen, Husband and Wife
 as Grantor, _____, as Trustee, and
 MOUNTAIN TITLE COMPANY
 _____, Husband and Wife

as Grantor, MOUNTAIN TITLE COMPANY
Vernon B. Harvey and Connie M. Harvey, Husband and Wife

Beneficiary,

WITNESSETH:

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

Lot 22, TRACT NO. 1038, a resubdivision of Lots 10 thru 15, Block 1, MIDLAND HILLS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

[illegible][illegible]

Note of every date herewith, payable to beneficiary or order and made by grantor.

Per terms of note

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note must be paid, to be due and payable first having obtained the written consent or approval of the beneficiary.

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

15. When trustee sells pursuant to the powers provided herein, shall apply the proceeds of the sale to payment of (1) the expenses of the sale, (2) the obligation secured by the interest of the trustee in the property, (3) the interest of the trustee in the property, and (4) the interest of the grantor or his successor in interest entitled to the surplus, if any, to the grantor or to his successor in interest entitled to the surplus.

16. For any reason permitted by law beneficiary may terminate his interest in the trust, or his successors or any trustee named or appointed hereunder, or his successors or any trustee named or appointed hereunder, may appoint or succeed to any trust property, and time appoint a successor trustee hereunder. Upon such termination, appointment or succession the successor trustee, the trustee herein named or appointed hereunder, or his successors or any trustee named or appointed hereunder, and duties conferred upon the trustee hereunder, shall be discharged, and the termination or substitution shall be effective as to the trust property and duties conferred upon the trustee hereunder. Each such appointment, termination or substitution shall be in writing, and the instrument containing the same shall be in the office of the county clerk of the county in which the trust is located, and a copy of the same shall be filed of record, which, when duly filed, shall constitute notice to all persons.

[illegible][illegible]

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

Mortgage to the State Department of Veterans Affairs

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 } ss.
December 4, 19 81.

Personally appeared the above named

Jack H. Von Achen
and Phebe I. Von Achen

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/13/85

(ORS 92.490)

STATE OF OREGON, County of } ss.
December 4, 19 81.

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)

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: _____

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 PUBL. CO., PORTLAND, ORE.

Grantor

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

MTS.

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 7 day of December, 19 81, at 9:46 o'clock A.M., and recorded in book/reel/volume No M 81 on page 20967 or as document/fee/file/instrument/microfilm No. 7145 Record of Mortgages of said County.

Witness my hand and seal of County attixed.

Evelyn Biehn County Clerk

By _____ Deputy
Fee \$8.00