TRUST DEED

vol. M 8) Page

2145				Decembe	r Wife	19. 81.,	between
TIMET DI	FD made ti	his4tli	day of		11160		
HIS TRUST DE		Phehe I.	Von Achen,	Husband and	Wife	as Trus	tee, and

Jack H Von Achen and Phebe I. Von Achen, Husband and Wife MOUNTAIN TITLE COMPANY

Vernon B. Harvey and Connie H. Harvey, Husband and Wife

as Beneficiary,

12.3

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath 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.

together with all and singular the tenements, hereditan ents and appurtenances and all other rights thereunto belonging or in anywise may be hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said trial estate.

FOR THE PURPOSE OF SECURING PERIORMANCE of each agreement of grantor herein contained and payment of the FIVE THOUSAND FIVE HUNDRED AND NO/100—

THOUSAND FIVE HUNDRED AND NO/100—

Dollars, with interest thereon according to the terms of a promissory note of every date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, if

note of every date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, it appears paid, to be due and payable Per terms of note 19 to the date, stated above, on which the linal installment of said note. The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note that of maturity of the debt secured by this instrument, or any part thereof, or any interest therein is soid, agreed to be because due and payable. In the event the within described property, or any part thereof, or any interest therein is soid, agreed to be said, conveyed, assigned or alienated by the granter wichout first having obtained the written consent or approval of the beneficiary and or alienated by the granter wichout first having obtained the maturity dates expressed therein, or said solventially become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grating purposts.

The above described real property is not currently used for agricult.

To protect the security of this trust deed, first or edities:

I To protect, preserve and maintain said property in 300d condition.

I To protect, preserve and maintain said property in 300d condition in the condition are building or impartment thereon.

I To complete or testor, promptly and in feed and workmanke maintenant hadron or improvement which may be constructed, damaged or described thereon, and pay when the all costs instructed therefore, and pay when the all costs instructed therefore, the state of the state of the second pay when the all costs instructed therefore, or conditions of the second pay when the all costs instructed therefore, overally continued the second pay to the protect of the protect of the protect of the second pay require and to pay for thing terms in the protect of the protect of the protect of the second pay to the second pay to the second pay to the second pay to the protect of the protect of the second pay to the pay to

point executions attecting and property; if the beneficiary so requests, contends so the beneficiary may still as the cost of all fines of the property of the

tral, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any transment any casesment or creating any restriction thereoexists; join in any map or plat of said property; (b) join in any map of any consequence of creating any restriction that of the lieu or charter of consequences, and the social and the period of the property. The second in any resources and the socials as any nature or facts said teaching any map of the creating the social as any nature or facts said the social as any nature or facts said socials as any nature of facts said socials as any nature of facts of the social as any nature of facts of the social and the social as any nature of facts of the social and the position of the free property of the social and the position of the court, and without related the any of the pointed by a court, and without related upon and take passesses of the social social and social and social and position of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related upon and take passesses of the court, and without related to the court, and without related to the court of t

loss costs and expenses upon any in februaries secured nervoy, and property, the start may determine the field of the fiel

pursuant to such notice.

12. Upon default by franter in payment of any indebtedness secured for the property of the foreign and the payment hereunder, the beneficiary may not a sums secured hereby immediately due and payable. It such an declare all sums secured hereby immediately due and payable. It such an extend the secured to tereclose this trust deal to supply as a mortgody or direct the truster to foreclose this trust dred by an extended and such as the latter event be beneficiary or the truster by executing the said constitution of the sum of the said constitution of the said consti

the manner provided in OFS \$6.740 to \$6.795.

13 Should the beneficiary elect to foreclose by advertisement and sale that the after default at any time prior to five days before the date set by the first default at any time prior to five days before the date set by the truster's sale, the grantor or other person so privileged by the truster's sale, the grantor or other person so privileged by the truster's sale, the grantor or other person so privileged by the property of the trust deed and the property of the trust deed and the sale of the trust deed and the sale of the property of the trust deed and the sale of the property of the prop

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the tale 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 provided by law. The trustee may sell said proporty cells in one parted on separate parcels and shall sell the parcel or parcels in separate parcels and shall sell the parcel or parcels in the contribution to the highest bidder for cash, payable at the time of sale. Trustee hashild deliver to the purchaser its deed in home as required by law conveying the property of the property of

surples, if any, to the grantor or to his successor in interest entitled to such surples.

16. For any tracen permitted by law beneficiary may from time to the successor test successors to any trustee manuel bresn or to increase trustee upon risel because. Upon such appointment, and without conveyance to the successor trustee, the busile by ested with all the powers and duties centered upon any trustee benefit and or appointed herounder. Each such appointment and substitution shall be made by written between the successor trustee, containing reference to the trust did instrument executed by beneficiary, containing telerance to the trust did instrument executed by beneficiary, containing telerance to the trust did its place of record, which, when technically the direct of the County and the conclusive proof of purpose appointment of the successor trustee, that he conclusive proof of purpose appointment of the successor trustee.

17. Trustee accepts this trust when this dand, dubs executed and obbidated to notify any party hereto of pending rate under any other dead of trust or of any action of proceeding in which grantos, beneficiary or trustee shall be a party unless such action of proceeding is brought by trustee.

attorney, who is an active member of the Oregon State Bar, a bank, trust company of the United States of title invariance company authorized to insure title to the original state of the Child States of the States

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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.

(a)* primarily for grantor's personal, tam (b) -ter-an-enfaurization, or terenal, tam	the loan represented by the a	bove described note and this trust deed are: curposes (see Importent Notice below), b usiness or commercist purposes other than afriostlura
This deed applies to, inures to the hanel	t of and binds all parties here ons. The term beneficiary shall	eto, their heirs, legatees, devisees, administrators, execu- l mean the holder and owner, including pledgee, of the
IN WITNESS WHEREOF, said gr	untor has hereunto set his	hand the day and year first above writter.
* IMPORTANT NOTICE: Delete, by lining out with how		VIII (1) (1)
not applicable; if warranty (a) is applicable and the as such word is defined in the Truth-in-Lending Act beneficiary MUST comply with the Act and Regulati disclosures; for this purpose, if this instrument is to be the purchase of a dwelling, use Stevens-Ness Form N if this instrument is NOT to be a first lion, or is not of a dwelling use Stevens-Ness Form No. 1306, or e-with the Act is not required, disregard this notice.	beneficiary is a creditor and Regulation 2, the on by making required a FIRST lien to finance of 1305 or equivalent;	Jack H Von Achen Phebe I. Von Achen
[If this signer of the above is a corporation, use the form of acknowledgment apposite.]		
STATE OF OREGON,	(ORS 93.490)	
County of Klamath		ON, County of) ss.
December 4 ,19 81		ppeared and
Personally appeared the above named		who, each being first
Jack H. Von Achen	duly sworn, did say	that the former is the
and Phebe I. Von Achen		the latter is the
	secretary or	
and acknowledged the loregoing in ment to be their voluntary act and (OFFICIAL BELOVE). He SELL)	scaled in behalf of and etch of them and cleed. Before me:	that the seal affixed to the foregoing instrument is the id-corporation and that the instrument was signed and said corporation by authority of its board of directors; acknowledged said instrument to be its voluntary act
Notify Public for Oregon	Notary Public for C	OTTICIAL
My/commission expires: 7/13/	My commission exp.	ires. SEAL)
	REQUEST FOR FULL RECONVEYANCE	•
가는 현실적 있는데 이 전환한 분이 되는 것이 되었습니다. 프로마일 관점 : 1000 이 이 사람들은 것이 보다는 것이라면 하는데	or used only when cill gations have bes	n paid.
<i>TO</i> :	Trustee	
said trust deed or pursuant to statute, to cancel a	If evidences of indebtedness see yey, without warranty, to the	y the loregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of sured by said trust deed (which are delivered to you parties designated by the terms of said trust deed the
		Beneficiary
to not less or costroy this trust Doed OR THE NOTS which	n it secures. Both must be delivered to t	the trusten for cancellation before reconveyance will be made.
TRUST DEED	The second secon	CONTROL OF THE PARTY OF T
(FORM (No. BB1)		STATE OF OREGON,
STEVENS NASS LAW PUS, CO., POHTLANC, ORE,		County of Klamath Ss.
Grantor	SPACE RELERVED FOR RECORDER'S USE	I certify that the within instru- ment was received for record on the 7 day of December 19 81 or 9:46 o'clockA M., and recorded in book reel volume No M 81. on page 20967 or as document/fee/file/ instrument/mimofilm No. 7145
		Record of Mortgages of said County.
Beneficiary		Wirness my hand and seal of
AFTER RECORDING RETURN TO		County allixed.