THIS TRUST DEED, made this \_\_l6th \_\_day of \_\_FEBRUARY SIG VAN DEN BERG AND TONI VAN DEN BERG, husband and wife ...., 19.82.., between

as Grantor, TRANSAMERICA TITLE INSURANCE CURLEANN INC.
BERNARD SPERA ALSO KNOWN AS BERNARD J. SPERA, JR.

as Beneficiary,

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

LOTS 14 and 15 BLOCK 7 INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH STATE OF OREGON PARCEL 2:

LOTS 5 and 6 BLOCK 10 ORIGINAL TOWN OF LINKVILLE, NOW CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the TWENTY NINE THOMSEN HINDRED THIRDRED THIRDR

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED THERTY EIGHT AND NO/100 sum of ONE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED THIRTY EIGHT AND NO/100 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, in the date of maturity of the debt secured by this inc. Then the secured by this inc. Then is the date, stated above, on which the final installment of said note sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary's option, all obligations secured by this installment, irrespective of the maturity dates expressed therein, or approval of the beneficiary.

To protect the sacurity of this trust dead degrees advances.

(a) consent to the making of any map or plat of said property. (b) ioin in

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in sood condition and repair, not to remove or demolish any building or improvement thereon; and repair, not to commit or permit any was of said property in good and workmanlike not commit or permit any was of said property and in good and workmanlike any building or improvement which may be constructed, damaged or instructed, damaged or so the constructed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances therefor, ordinates and restrictions affecting said property; if he beneficiary so requests, to include a continuous the constructed of the continuous the continuous the beneficiary so requests to proper public office or offices, as well as the cost of all lien searches made beneficiary or searching agencies as may be deemed desirable by the beneficiary or searching agencies as may be deemed desirable by the

destroyed thereone and or improvement omply and in good and workmanished to the 10 ms. In Company gave when due all loss, may be constructed, damaged or toms. In Company gave, when due all loss, or control to the control of the beneficiary may all loss and the control of the beneficiary may all loss and to the latter of the beneficiary of the beneficiary may be the cost of all lien seame in the beneficiary. The control of the beneficiary and continuously maintain insurance on the buildings an amount not hearth as after beneficiary with loss reports to the buildings and an amount of the same as the beneficiary with loss reports. Written and the companies acceptable to the beneficiary with loss reports to the beneficiary and the companies acceptable to the beneficiary with loss reports. Written all the form of the same as the beneficiary of procure any such in one as insured; the beneficiary may primurance now or her utilized days prior to make any interest of the same at grantof paced on said building the beneficiary may primurance now or her utilized days prior to make any indebtedness secure marrance policy may any appropriate or the same at grantof paced on said building any part thereof or at option of beneficiary with the subject of the same at grantof paced on said building any part thereof or at option of beneficiary with the subject of the same and the same an

flural, timber of grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in fanting any easement or creating any restriction thereon; (c) join in any fanting any easement or creating any restriction thereon; (c) join in any subordination or other agreement alteredit this deed or the lien or charge thereof; (d) recovery, without warranty, all or any part of the property. The property frantee in any reconveyance may be described as the person or person of the person of person of the conclusive proof of the truthfulness thereof. Trust sees for any of the conclusive proof of the truthfulness thereof. Trusts less for any of the services mentioned in this paragraph shall be not less than \$5.

If you any default by frantor hereunder, beneficiary may at any the indebtedness hereby secured, need to the adequacy of any security or issues and prolits, including those past due and unpossession of said property or issues and prolits, including those past due and unput of the same, need see upon any indebtedness secured hereby, and in such order as beneficiary may determine.

ficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damaed other property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

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

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary may in equity as a large secured hereby in mediately due and payable. In such an in equity as a mortgage or direct he trustee to foreclose this trust deed execute and cause to be recorded his written notice of default and his election directly the said described real his written notice of default and his election thereof as then required by law all ris the time and place of figures of the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose this trust deed in them and the default at any time prior to five days before the date set by the trustee's sale, the feature or other person so privileged by the entire amount then due under the term of the trustee's sale, the sentor or other person so privileged by obligation secured thereby (may pay to the nediciary or his successors in interest engine for the trustee's sale, the feature or other than secured the term of the trust end at the ending secured thereby (may be law) other than such portion of the privileged he terms of the obligation and trustee's and expenses actually incurred in cipal as sould nore then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by 14. Otherwise, the sale shall be held on the date and at the time and

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

14. Otherwise, the sale shall be held on the date and at the time and be designated in the notice of sale or the time to which said sale may not provided by law. The trustee time to which said sale may not provided by law. The trustee time to the property close of the process and sale said property close the property to the purchaser for each, payable at the process of sale. Trustee the property to the purchaser for each, payable at the process of sale. Trustee the property to the purchaser for each, payable at the sale. Trustee the property to the purchaser for each, payable at the sale trustee for the property to the purchaser for each process or important to the property of the forest threat of any matters of last shill be conclusive proof of the truthfulness thereof. Any process, excluding the trustee, but including the grants thereof, any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee cluding the compensation of the payable of (1) the trustee of the payable of the payable of the compensation of the process of the interest of the further by trustee's deed as the reference to the trustee surplus, if any, to the found of the interest of the trustee on the trust surplus.

16. For any trason permitted by law headings was look to the

surplus, if any, to the granter or to his successor in interest entitled to such surplus. If, For any reason permitted by law beneficiary may from time to time appoint a successor or pure successors to any trustee named herein or to any successors to the successor to any trustee named herein or to successor trustee appointed the successor to the successor to any trustee named herein or to successor trustee appointment, and without provided the successor trustee, the latter shappointment and substitution shappointment and the successor trustee, instrument Each such appointment and substitution shappointment and its plant to exact the successor trustee. The successor trustee the successor trustee the successor trustee the successor trustee. The successor trustee the successor trustee the successor trustee the successor trustee the successor trustee. The successor trustee the successor trustee. The successor trustee the successor trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an atterney, 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 676,505 to 696,585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawtully seized in tee simple of said described real property and has a valid, unencumbered title thereto EXCEPT: PCL -1: Contract dated 2/8/72 disclosed by Vendees Assignment Recorded 1/22/74 in Bk M74 page 714 and rerecorded 5/30/75 in Bk M 75 page 6065 and Agreement recorded 9/26/77 in Bk M75 page 18034 & Contract recorded 5/11/78/Bk M631which agreement buyers assume and agree 18034 & Contract recorded 5/11/78/Bk M631which agreement and finat he will warrant and forever defend the same against all persons whomsoever. \*\* page 13212 which buyers assume and agree to pay 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 pear 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, disreaard this notice. DEN with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) [ORS 93.490] STATE OF OREGON. STATE OF OREGON, County of..... County of Klamath ...., 19.82 Personally appeared .... Feb. 17. Personally appeared the above named ... SIG VAN DEN BERG AND TONI VAN duly sworn, did say that the former is the president and that the latter is the BERG a corporation, and that the seal attixed to the toregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and acknowledged the loregoing instrument to bet their ....voluntary act and deed. OFFICIAL Before me: and deed. SEAL) Sy Notary Public for Oregon (OFFICIAL Notary Public for Oregon SEAL) Mx commission expires: 11/16/84 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid Trustee TO: ..... The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 tally West Laborate Laborate and 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. REVIEWE TREET AND HER COURSE OF METERS AND SERVICE TRUST DEED IN LARL CONTACT OF STATE OF OREGON, FORM No. 881) I certify that the within instrument was received for record on the VAN DEN BERG 17 day of Feb. 1982, sage sing righted by the at 3:44 o'clockP M., and recorded in book/reel/volume No....M.82....on SPACE RESERVED  $\cos B \sin z$  is the zGrantor FOR page 2063 .... or as document/fee/file/ RECORDER'S USE instrument/microfilm No. 9264 ........ FO SPEEL FLEE GOVE REFRACTO SPERA Record of Mortgages of said County. jedane a kopulacija i salelja.

Average Transfer Semestra

LEARL PEROV

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Milbrae, CA 94030

Bernard J. Sepra

#45 La Solano

MED SAFE

AFTER RECORDING RETURN TO

Beneficiary

County affixed.

Witness my hand and seal of

ye Me Chicie ? Deputy

Biehn County Clerk