

THIS TRUST DEED, made this 16th day of FEBRUARY, 1982, between

SIG VAN DEN BERG AND TONI VAN DEN BERG, husband and wife, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY INC. BERNARD SPERA ALSO KNOWN AS BERNARD J. SPERA, JR., as Beneficiary,

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

PARCEL 1: 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 or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED THIRTY EIGHT AND NO/100 (\$129,238.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable FEBRUARY 16, 1992.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

1. To protect the security of this trust deed, grantor agrees: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any

2. To permit any building or improvement thereon; (d) reconvey, without warranty, all or any part of the property, the

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to

4. To provide and continuously maintain insurance on the buildings and such other structures as the beneficiary may from time to time require, in

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for

10. 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

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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 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 M77 page 18034 & Contract recorded 5/11/78/Bk M 78 page 631 which agreement buyers assume and agree to pay AND PCL 2: Mortgage recorded 6/6/78 in Bk M 78** and that 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 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.)

(ORS 93.490)

STATE OF OREGON,)
County of Klamath) ss.
Feb. 17, 1982

Personally appeared the above named

SIG VAN DEN BERG AND TONI VAN BERG

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.

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

Before me:
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires: 11/16/84

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: _____, 19____

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 PUB. CO., PORTLAND, ORE.

VAN DEN BERG

Grantor

SPERA

Beneficiary

AFTER RECORDING RETURN TO
Bernard J. Sepra
#45 La Solano
Milbrae, CA 94030

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instrument was received for record on the 17 day of Feb., 1982, at 3:44 o'clock P.M., and recorded in book/reel/volume No. M.82 on page 2063 or as document/fee/file/instrument/microfilm No. 9264. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By _____ Deputy
fee \$8.00