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DEED OF TRUST AND ASSIGNMENT OF RENTS 1.08 / 11325

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	DATE FUNDS DISBURSED AND INTEREST BEGINS	ACCOUNT NUMBER
DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION	other than date of the transaction August 31, 1982	400482
August 26, 1982	GRANTOR(S):	
TRANSAMERICA FINANCIAL SERVICES	(i) Charles Jackson	Age: 53
ADDRESS: 121 South Ninth CITY: Klamath Falls, Oregon 97601	ADDRESS: 3404 Raymond Street	يشيئل بر
NAME OF TRUSTEE: Transamerica Title Company	city: Klamath Fells, Oregon 9	7001

## THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 13499.97 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath 

> Lot 1, Block 2, FIRST ADMITION TO VALUEY VIEW, in the County of Klamath, State of Oregon.

Together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and Together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and Together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and Together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and together with all buildings and improvements now or hereafter crected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and together with a second control of the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

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

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the night to collect and use the same with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to continuance of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to continuance of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to continuance of the premises and profits of said premises and profits of said premises.

Exorative purpose of Securing: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by the Grantor in favor of the Beneficiary, lat-the-agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by the Grantor in favor of the Beneficiary, at the effective of the source stended or rescheduled; (3) Payment of any additional amounts, with interest thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary shall not be thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary to Grantor of third parties, which is the payment of any money that may be advanced by the Beneficiary to Grantor of third parties, which is the sum of the grant of the Beneficiary to Grantor of the Beneficiary to Grantor of the Beneficiary to Grantor of third parties, which is the sum of the Beneficiary to Grantor of the Beneficiary to Grantor of the Beneficiary to Grantor of third parties, which is the sum of the Beneficiary to Grantor of the

and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of the interest due on said loan.

THIRD: To the payment of the interest due on aid loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against fire man, such of the protection of Beneficiary in such manner, in such and such companies as Beneficiary may prom time to time approve, and to keep the policies therefor, properly endorsed, on deposit with residual of said improvements, and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with residual of said improvements. Such application by the Beneficiary's option, he applied on said indebtedness, whether due or not, or to the Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, he applied on said indebtedness, whether due or not, or to the Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, he applied on said indebtedness, whether due or not, or to the Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, he applied on said indebtedness, whether due or not, or to the residual of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the residual of Foreclosure, all rights of the Grantor in insurance about a secure of the process of the process of the said premises contained to the process of any part thereof, or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the day fixed by secured hereby, or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the day fixed by secured hereby, or upon the interest of pendity to accrue thereon, the official receipt of the proper public and part of the insurance above provided for and pay the reasonable premisu

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may her IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give notice thereof as required by law.

(2) Whenever all or a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, (2) Whenever all or a portion of any obligation secured by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the trust property, at any time prior to the time and date set by the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreciose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred. remain in force the same as if no acceleration had occurred.

(3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of (3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in having been given as then required by law, Trustee, without demand on Grantor(s), shall sell said property on the date and at the time of sale. The person said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, if the sale is postponed for postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, if the sale is postponed for the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other the Trustee's and (4) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the halunce of such proceeds with the County Clerk of the County in which the sale took place.

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

(6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to

(7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

(8) Notwithstanding anything in this Deedof Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(9) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.

(10) Invalidaty or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forthonous the standards Rate estated at the adjusted of interest and its or brosseding be then so have sent to extend the first on the control of the becomes due, or upon default in the neith-author or proceeding be filed to now you

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TO TRUSTEE:  The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust, All sums secured by said Deed of Trust have been paid.  The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust, to cancel all evidences of indebtedness, secured by and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, the estate now said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now said Deed of Trust, delivered to you herewith and to reconvey.
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Transmerica Financial Services of the services
Klamath Falls, Oregon 97601
Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.
Do not lose or destroy. This Deed of Trust must be defined.

1:05 o'clock A.M., and recorded in book STATE OF OREGON was received for record on the 30 County of\_ I certify that the within instrument Witness my hand 11.325\_Record of Mortgage of said 00 Klamath and seal of 19 82 Beneficiary County day of Grantor , at Deputy M82 SS

TRUST DEED

11325