

18073

December, 1982, between

6thday of

as Beneficiary,

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in _____ County, Oregon, described as:
_____ Block 12 East of the Willamette
_____ of Oregon

The E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 8, Township 35 South, Range 12 East of the Willamette Meridian, lying South of the Sycan River, 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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - with interest thereon according to the terms of a promissory note of principal and interest hereof, i

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor now or hereafter appertaining, and the rents, issues and profits thereon, together with said real estate.

sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of grantor to grantee, the final payment of principal and interest hereof, if not paid by the date of maturity, to be paid by the final installment of said note.

Witness my hand and made by grantor, 19 82

sum of _____ Dollars, with _____
 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of _____
 not sooner paid, to be due and payable _____ December 6, 1982, on which the final installment of said note
 date of maturity of the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be
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becomes due and payable. In the event the instrument is sold, conveyed, assigned or alienated by the grantor without notice to the beneficiary, the obligations secured by this instrument, irrespective of the date of the instrument, shall nevertheless remain in full force and effect, and shall be immediately due and payable.

1. To protect, preserve and maintain said property in good condition and repair; or to remove or demolish any building or improvement thereon; or permit any waste of said property.

2. To complete or improve any building or improvement which may be constructed, damaged or destroyed, and pay when due all costs incurred therefor.

[illegible]

proper public office or offices, as well as the premises occupied by the beneficiary, by filing officers or searching agencies as may be deemed desirable.

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

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 endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible][illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in payment of any indebtedness secured hereby.

[illegible][illegible][illegible]

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the trust and a reasonable charge thereon to all persons entitled to compensation of the trustee as required by the trust or to all persons claiming the corpus of the trust, in the following order: (1) to the trustee if he is closing the account; (2) to the obligatees of the interest of the trustee in the trust having recorded liens subsequent to the death of the grantor in priority and according to their priorities; (3) to the grantor or his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest from time to time permitted by law beneficiary may claim herein or to any other person who may be entitled thereto.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any time appointed a successor or successors to any trustee named herein with all title and interest therein. Upon such appointment, the latter shall be vested with all title and interest therein as if he had been named herein named or appointed as beneficiary. The power conferred upon any trustee herein named or appointed to conveyance to the successor or successors to him shall be made in writing and the powers and authority conferred upon any trustee herein named or appointed shall be made in writing. Such such appointments containing reference to the office of the County Clerk of the County of _____, State of _____, which the property is situated, hereafter executed by beneficiary, which, when recorded, shall constitute a valid and binding contract between the parties thereto.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided under any other deed and is obligated to notify any party hereto of pending sale, under any other deed, of any action or proceeding in which grantor, beneficiary or trustee is a party, of any action or proceeding in which grantor, beneficiary or trustee is a party, of any action or proceeding in which grantor, beneficiary or trustee is a party.

shall be a party unless such action or proceeding is brought by

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 696.523.

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

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 the grantor's 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
December 6, 1982

Personally appeared the above named
James E. Godowa and
Cleora M. Godowa

Notary Public for Oregon
My commission expires: 6-19-84

STATE OF OREGON, County of _____ ss.
Personally appeared _____, 19____ 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.

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.

Godowa

Grantor

Certified Mortgage Co.

Beneficiary

AFTER RECORDING RETURN TO

Certified Mortgage Co.
836 Klamath Ave.
Klamath Falls, Or. 97601

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
6 day of Dec., 1982
at 3:40 o'clock P.M., and recorded
in book/reel/volume No. MB2 on
page 17244 or as document/file/
instrument/microfilm No. 18073
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

By Elyn Biehn county Clerk
Deputy
Fee \$8.00