TATC 38-25376 FORM No. 881—Oregon Trust Deed Series—TRUST DEED. December, 19.82, between TRUST DEED THIS TRUST DEED, made this ______day of ______day of _______, 19 JAMES E. CODOWA AND CLEORA M. GODOWA IN-I , as Trustee, and as Grantor, WILLIAM L. SISEMORE CERTIFIED MORTGAGE CO., an Oregon corporation Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in ______Klamath_____County, Oregon, described as: The E's E's SE's 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 thereot and all fixtures now or hereafter attached to or used in connec-tion with said real estate. 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 <u>December 6</u>, <u>19</u>, <u>82</u>. 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 The above described real property is not currently used for agricultural, timber or grazing purposes. To protect the security of this trust deed, denotes advector (a) convert to the paint of the security of this trust deed, denotes advector (b) convert to the paint of the security of the trust deed denotes advector (b) convert to the paint of the security of the trust deed. India timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any function of the contract of the property. The subordination or other or creating any restriction thereon; (c) join in any function of the property. The subordination or other without warranty, all or any part of the property. The function of the recent allocation of any matters or factors and the recent of the property. The best of the property of the truthulness thereon of any matters or facts shall be for the property. The function of the property of the truthulness thereon of any matters or facts shall be for the property of the truthulness thereon of the property determine.
11. The entering upon and prolifs, or the proceeds of the addition of such property. The entering upon and prolifs, or the proceeds of the addition of a property of the property or any default or notice of default hereunder theread or had any apply the instant of the rest.
12. Upon default of the property of any data or the proceeds of the addition of the property. The there of the property of the property of the property of the property determine.
13. The other of the property of the property of the property. The entering upon any release thereol as all property, and the application or release thereol as all property. The above described real property is not currently used for agricul To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition and repair; not to remove and emolish any building or improvement thereon: To complete or said property. To complete or property in good and workmanike destroyed thereon, and pay what all laws, ordinances, reducted, damaged or To complete in the due all costs incurred therefor. To complete in the due all costs incurred therefor. To complete in the due all costs incurred therefor. To complete in the due all costs incurred therefor. To complete in the due all costs incurred therefor. To complete the intervent of the due all costs in the beneficiary so requests, to itoms and restrictions allecting statements pursuant pay for filing same made proper public office or offices, as well as the cost of all lien searches made poper gublic offices of searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain inverses on the builting. manner alty even and pay when any ordinances, teglinate even any setting and infrancing statements put to a pay for filing works make any total and the participary may regimes the cost of all increases made any other or other any works and to pay for filing works made any other or other any works and total increase of the building and even any total appendix of the building of the participary may regimes the cost of all increases and total increases any be deemed desirable by the beneficiary or provide and continuously maintain increase on the building any even any set of the participary work together any set of the participary of the par waive any default or notice of default hereunder or invalidate any act done musuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneliciary may declare all sums secured hereby immediately due and payable. In such an hereby or in his performance of any agreement hereunder, the beneliciary may declare all sums secured here by immediately due and payable. In such an in equily as a mortgafe in the latter event the beneliciary or that deed declare here sid declare the trustee to loreclose this trust deed the said decare to be recorded his written notice of default and his election in the said decare the trustee shall in the former and place of sale, give notice the manner provided in ORS 86.740 to 86.795. The manner provided in Destrict to trustee shall is the default at any late the alter default at any the heneficiary or the successor in interest, say and the ORS 67.60, may pay to then due under the trustee shall incurred in the of the entire around the beneficiary or of the trust deed at the the entire around the beneficiary or on the trust deed and the ORS 67.60, may pay to then due under the argeness actually incurred in the other entire around the beneficiary or bis successors in interest, respect by oblightion secured thereby oblightion and trustees and attorney's tesn or er-oblightion secured there by oblightion and trustees and attorney's tesn of er-default, in which event all toreclosure proceedings shall be dismissed by the drautt, in which event all toreclosure proceedings shall be dismissed by the trustee. 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 14. Otherwise, the sale 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 property either in one parcel or in separate parcels and shall sell the parce sail. Trustee in one parcel or in separate parcels and shall sell the parce sail. Trustee in one parcel or in separate parcels and shall sell the parce sail. Trustee in one parcel or in separate parcels and shall sell the parce sail. Trustee in one parcel or in separate parcels and shall sell the parce spectra sail. Trustee in one parcel or in separate parcels and shall sell the truste property such as the sail. The parcels are shall property so sold, but without any covenant or warranty. express or im-plied the recitals in the deed of any matters of fact shall be conclusive proof the truthulness thereot. Any person, excluding the trustee, but rustees in a shall apply the proceeds of any matters of the shall be charge by trusteers shall apply the proceeds of the trustee and a trassonable charge by trustees aluding the compensation of the trustee and a trassonable charge by trustees aluding the interest may appear in the order of their priority and (4) the having recorded liens subsequent to the interest of their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. For any tesson permitted by law hemeticiery may term time to surplus, il any, to the granter or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneliciary may from time to line appoint a successor or successors (Upon such appointment, and without successor trustee appointed hereunder. Line that the shall be vested with all title, one weaker to the successor is uncertained and and the successor hereunder. Each successor and antaining reference in the truste hereinder. Each successor of proper successors the trustee herein name by witten inf its place of record, which, when recorded the difference is the successor trustee. Clerk or Recorder of the county or counters in which the property is situated. 17. Trustee accepts bits trust when this deed, duly executed and aknowledge is not approximate and provided by law. Trustee is not aknowledge is not approximate and successor trustee. In the successor trustee is not shall be a party unless such action or proceeding is brought by trustee. NOTE: The Trust Deed Act provides that the trustee hareunder must be either an atomey, who is an active member of the Oregon State Bor, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its substitiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under OPS 696.505 to £96.585.

17245 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 grantoriganization, or (crentifigrantor is a matural purpose) are to business of 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, execu-tors, 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 band the day and year first above written. Hanus E. Acricula *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 desclosures; 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. Aleona M. Hadawa Cleora M. Godowa (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of, 19...... and STATE OF OREGON, who, each being first Personally appeared County ofKlamath duly sworn, did say that the former is the December 6, ..., 19.82. Personally appeared the above named...... president and that the latter is the James E. Godowa and a corporation, and that the seal attixed to the foregoing 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 Before me: Cleora M. Godowa and scknowledged the foregoing instru-ment to be Before me: TOFFICIALS LVICE ALL Cole SEAL) Notary Fublic for Oregon (OFFICIAL SEAL) Notary Public for Oregon My commission expires: 05 My commission expires: 6-19-84 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said deed here been fully paid and extincted. You have been directed on content to you of any provide the terms of terms The undersigned is the legal owner and holder of all indepleaness 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 and sums deed or summers to statute to ensert all evidences at indebted one proved by said touch deed. Cubick are delivered to you trust deed have been tully 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 becomish todather with reid trust doed) and to reconver without warranty. To the parties designed by the terms of raid trust deed the said trust deed or pursuant to statute, to cancel all evidences of indepleaness 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 TO: estate now held bytyou under the same. Mail reconveyance and documents to , 19...... DATED: Beneficiary De net 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 ma STATE OF OREGON. I certify that the within instru-TRUST DEED ment was received for record on the FORM No. 881) STEVENS-NEES LAW PUB. CO., PORTLAND, ORE 6. day of _____ Dec. ____ 19...82 at3:40 o'clock . P.M., and recorded in book/reel/volume No....MB2......on Godowa page 17244 or as document fier file/ SPACE RESERVED instrument/microfilm No. Grantor Record of Mortgages of said County. FOR RECORDER'S USE Certified Mortgage Co. Witness my hand and seal of County affixed. Beneficiary Clerk Ev elyn Biehn county By Loy a Me alun Deputy AFTER RECORDING RETURN TO Certified Mortgage Co. (Fee /\$8.00 14 40 M 836 Klamath Ave. Klamath Falls, Or. 97601 II