

January, 19 83, between

19647

19647
THIS TRUST DEED, made this 14th day of
BARTH AND VELMA MAE BARTH

as Grantor, WILLIAM L. SISEMORE
ABJQUA COMPANY, an Oregon corporation

as Beneficiary,

WITNESSETH:

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ Klamath _____ County, Oregon, described as: _____ the official plat thereof on _____

Lot 21, Block 4, STEWART ADDITION, according to the official plat thereof on
file in the office of the County Clerk of Klamath County, 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 FIFTEEN THOUSAND AND NO/100- - - - - with interest thereon according to the terms of a promissory note of the date hereof, the principal and interest hereof, if

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor hereunder, the sum of \$100- - - THIRTEEN THOUSAND AND NO/100- - - Dollars, with interest thereon according to the terms of a promissory note executed by grantor, the final payment of principal and interest hereof, if

sum of _____

note of even date herewith, payable to beneficiary or order and made by grantor, the 14th day of January 14, 1988.

not sooner paid, to be due and payable

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due. In the event the grantor without first having obtained the written consent or approval of the beneficiary, shall make any payment on said note, such payment shall not constitute payment of said note and the maturity dates expressed therein, or

The date of maturity of the debt secured by the within described property shall be the date when the property becomes due and payable. In the event the within described property is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, the maturity dates expressed herein, shall become immediately due and payable.

The above described real property is not currently used for:

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit any waste of said property.

2. To construct, maintain, and in good and workmanlike

10. Upon any default by Grantor hereunder, beneficiary may at any time without notice, either in person or by a receiver to be appointed by a court, enter upon and take possession of said premises and the indebtedness hereby secured, enter upon and take possession of the same, and foreclose thereon, and sell the same, and apply the sale proceeds thereof, after payment of those past due and unpaid amounts, including reasonably

3. To execute and perform all duties and obligations and restrictions affecting said premises pursuant to the provisions of the applicable laws, rules, regulations, orders, decrees, judgments, and decisions of the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

5. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

6. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

7. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

8. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

9. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

10. To provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes, and to pay the cost of such insurance.

11. The entering upon and taking possession of said property, and the collection of the proceeds of the sale of said property, and the payment of the proceeds of the sale of said property to the beneficiary.

[illegible][illegible]

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 against said premises, the beneficiary shall promptly deliver receipts therefor to the trustee and promptly deliver receipts therefor to the beneficiary.

[illegible]

14. Otherwise, the notice of sale of the trust property shall be held on the date and at the time to which said sale is referred to in the notice of sale, and the trustee may sell said property.

14. Otherwise, the sale shall be at the time to which the trustee.

6. To pay all costs, fees and expenses of insurance of the trustee incurred of title search as well as the other costs and expenses of trustee's and attorney's in connection with or in enforcing this obligation and trustee's and attorney's fees actually 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, action or proceeding in which the beneficiary or trustee may appear, including any action in which the beneficiary is required to pay all costs and expenses, including the trustee's and attorney's fees; the trustee shall

[illegible]

16. For any reason permitted by law beneficiary may terminate appointment of successor trustee hereunder. Upon such appointment, the successor trustee appointed hereunder, the latter shall be vested with the powers and duties conferred upon any trustee herein named or appointed. Each such appointment and substitution shall be made in writing by the beneficiary, containing reference to this instrument.

17. Trustee accepts this trust when this deed, duly recorded, is made a public record and pending sale under any power and duties conferred and substantiated by this instrument. Each such appointment, containing reference to this instrument executed by beneficiary, when recorded in the office of its place of record, which is counties in which the property and its place of record, is counties in which the property is located, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust as a member of the Oregon State Bar, and shall be

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, or a duly licensed agent under Chapter 680 of the Laws of Oregon, or a duly licensed agent under Chapter 680 of the Laws of Oregon, or a duly licensed agent under Chapter 680 of the Laws of Oregon.

NOTE: The term "owner" includes a partnership, firm, association, or corporation, and any individual, partnership, firm, association, or corporation, who is the owner of the property of this state, its subsidiaries, affiliates, agents or business, and

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 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.)

Theodore P. Barth
Theodore P. Barth

Velma Mae Barth
Velma Mae Barth

STATE OF OREGON,)
County of Klamath) ss.
January 14, 1983

Personally appeared the above named
Theodore P. Barth and
Velma Mae Barth

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

Before me:
(OFFICIAL SEAL) *Shedrick L. Cole*
Notary Public for Oregon
My commission expires: 6-19-84

STATE OF OREGON, County of) ss.
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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.

Before me:

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:

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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.

Barth

Grantor

Abiqua

Beneficiary

AFTER RECORDING RETURN TO

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

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 19 day of January, 1983, at 3:06 o'clock P. M. and recorded in book reel volume No. M83 on page 1095 of a document fee file instrument/microfilm No. 19647 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Niehn, County Clerk

By *[Signature]* Deputy
Fee: \$8.00