m83 rage 1474

TA-25585

DEED OF TRUST AND ASSIGNMENT OF RENTS

		ACCOUNT NUMBER
DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION	DATE FUNDS DISBURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION January 31, 1983	400713
January 26, 1983	GRANTOR(S):	
BENEFICIARY	(1) Marilyn Mann	Age:
TRANSAMERICA FINANCIAL SERVICES	(1) Marilyn mann (2)	Age:
ADDRESS: 121 South Ninth CITY: Klamath Falls, Oregon 97601	ADDRESS: 3051 Juniper Place	
NAME OF TRUSTEE: Transamerica Title Company	city: Malin, Oregon 9	7632

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 \$_____21392.25 rom Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale,

Lot 4, Block 4, Tract No. 1137, MEADOWGLENN, in the County of Klamath, State of Oregon.

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for 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 right 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 collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

concert and enrorce the same without regard to adequacy of any security for the indeptedness nereoy secured os any lawing means. FOR THE 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, reference to which is hereby made, until paid in full at or before maturity, or as extended 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 conjection with any renewal or refinancing, but the Beneficiary to Brantor in conjection with any nervewal or refinancing, but the Beneficiary to Brantor in conjection with any renewal or refinancing to third partice, obligated to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by the Beneficiary to Grantor or to third partices, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order: FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges 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 principal.

19907

SECOND: To the payment of the interest due on said loan. THIRD: To the payment of principal.
TO PROFECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premaes usured in Beneficiary's favor against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such anone, and in such companies as Beneficiary may from time to time approve, and to keep the poleces therefor, properly endorsed, on derest with amounts, and in such companies as Beneficiary may from time to time approve, and to keep the poleces therefor, properly endorsed, on derest with amounts, and in such companies as Beneficiary may from time to time approve, and to keep the poleces therefore, properly endorsed, on derest with the Beneficiary shall not cause discontinuance of any procedums to foreclosure the Dead of Trust in the Beneficiary and and second satis the above described promises or any pert three f, or spon the debt second hereby, or upon the interest of Beneficiary and assessments that may accrue anians the above described promises or any pert three f, or spon the debt second hereby, or upon the interest of Beneficiary and all ended for and pay the reasonable promises or any pert three f, or spon the debt second of default by Grantor(s) under Paragraphs 1 or 2 above. Beneficiary on such charges and above access and above second the abstreaments without determining the validity thereof, and (c) such disdurgements shall be added to the unpud halance of the objection second to relate the reasonable premiums and charges there for or an array to they all advectores second there is a disdurge any waster or any use of said premises on the normal charges that whole independences were there and second explored on relative to the y premese to the purpose of metabove the purpose of metabove they down of the proper public atterve or and use of said premises or the purpose of metabove second or therefor and there and advect

he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatvoever. 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 owner 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, Reneficiary 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 and place of sale and give notice 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.

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, assessments, premiums for insutance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or he successor in interest as essments, premiums for insutance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or he 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 hen or encumbrance or record on the trust property, at any time prior to the time and date set by the Trustee for the Trust Deed or the trust Deed and the obligation, exercised, may pay to the Beneficiary or his successor in interest, its prover its is the property, at any time prior to the time and date set by the Trustee for the Trust Deed or the Trust Deed and the obligation, exercised, may pay to the Beneficiary or his successor in interest, the entire amount then due under the terms of the Trust Deed and the obligation secured is expenses actually incurred in enforcing the terms of the obligations and Trustee's and Atterney's constant. After payment of this amount, all other than such portion of the principal as would not then be disanced or discontinued, and the obligations and Trust Deed is discontinued and the allowed or discontinued.
(3) After the lange of such time as may then be required by tax following the recordance of both cost to excite the term of such time as may then be required by tax following the recordance of both cost to excite the term of such as the success of such as the success of such as the new of such time as may then be required by tax following the recordance of both cost to excite the term of such as the success of such as then be required by tax.

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 sud Notice of Default, and horize of Default and Notice of Sale and Notice of Sale at public auction to the highest bilder, the purchase price payable in lawful money of the time data and at the time set pairs (bounded) and Notice of Sale at public auction to the highest bilder, the purchase price payable in lawful money of the time data and it is the time set and horize of the pressure of the sale and call at the time set and horize of the pressure of the sale and call the time set and horize of the time of the time set and horize of the time of the time set and the time set at the time set and horize of the time of the time set at the time of the highest bilder. The purchase price payable in lawful money of the time of states at the time of the pressure of the time of the sale provide the sale time set of the time of the pressure of the sale provide the sale time of the sale provide the sale time set of the sale provide the sale time of the sale of

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 sums secured hereby; and (4) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place.

15-361 (1-80)

ORIGINAL

1475

(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, 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 bereunder, Trustee shall reconvey to said Trustor(s) the above-described premiers 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. all

(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) Invalidity 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 forth.

JAMLW Mittee A Mainline March March (58.4) Witnes Oranice-Burrower (58.4) Witnes Oranice-Burrower (58.4) On this26th day ofJercesty .1983 Personally appreciable store game Maril Iron		livered in the prise	nce_gf:						
Witness Grantor-Borrower (SEA Junity of	fatu	, falin	ton)	×	ms	:P	y	1 .	
Witness Grantor-Borrower (SEA Junity of	w	itness	<u> </u>	^	Grant	or-Borgswer	- 1 V.	ann	(SEA)
Durity of	/w	itness			Grant				
On this		117			Grant	or-Borrower			••••••
Herilyn Hann and	ounty of								
Herilyn Hann and	On this 76 +	. dau		-			93		
anowledged the foregoing instrument to be here with here in the state of the foregoing instrument to be here in the state of the foregoing instrument to be here in the state of the foregoing instrument to be here in the state of the foregoing instrument is the legal cover and helder of all indebtedness secured by this Deed of Trust. All sums secured by state of the s			01						
Before me: (BALL	THEELLYL THEL	<u>n</u>		and			<u> </u>		an
Before me: (SEAD Wetary Fublic for Oregon My Committation expires 12/2 4/4 S - O TRUSTEE: REQUEST FOR FULL RECONVEYANCE Dated		g instrument to be	her	voluntar	y act and de	ed.			
O TRUSTEE: REQUEST FOR FULL RECONVEYANCE Dated		and lair	· NI	1	,			,	- 1 . 10.
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 and secure by said Deed of Trust, all methods, secured by the lerms of 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 nor Mail Reconveyance to: Mail Reconveyance to: By	• • •		Public for Oregon	ing	5	My Comm	lission exp	pires	-139180-
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 pain d bord of Trust, All sums secured by said Deed of Trust, there all evidences of indebtedness, secured by the bord of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the existe nor said Deed of Trust nor said Deed of Trust, the existe nor	D TRUSTEE:		REQUEST F						
By you under the name. Mail Reconveyance to: By	The undersigned is	the legal owner and							
Mail Reconveyance to:: Mail Reconveyance to:: By County I an I and record of Mortgage	d you are requested, or id Deed of Trust, delive	1 payment to you of	holder of all indebtedne any sums owing to you	ess secured by t under the term	this Deed of s of said Dee	Trust. All su ed of Trust, "	ms secure to cancel (d by said De	ed of Trust have been pair
By County of I arrive for record of the grade County I arrive for record of the grade County By By County I arrive for record of Mortgage county County By By By By By County By	d Deed of Trust, denve ld by you under the nam	red to you herewith ne.	and to reconvey, without	ut warranty, to	the parties	designated 1	by the term	ill evidences a ms of said De	of indebtedness, secured b red of Trust, the estate nor
By County of Klanth I certify that the within instr Witness my hand and seal of County Fee \$8.00		Mail Reconveyance to	o:	J					
By County of Klanth I certify that the within instr Witness my hand and seal of Control of Mortgage of Mortgage of Control of Mortgage of Control of Mortgage of Control of Contr									
By				- -					
By Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made. STATE OF OR ECON. STATE OF OR ECON. STATE OF OR ECON. STATE OF OR ECON. Stan I certify that the within instr County. Witness my hand and seal of Mortgage county. Fee \$8.00				-					
Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made. STATE OF OR ECON, STATE OF OR ECON, STATE OF OR ECON, Free tyn $\frac{1}{2}$ and $\frac{1}{27}$ and record of the within instr Witness my hand and seal of County of $\frac{1}{27}$ Record of Mortgage of Mortgage of Mortgage of Mortgage of Mortgage of County of $\frac{1}{27}$ and				- ^{By}					
STATE OF OREGON, STATE OF OREGON, STATE OF OREGON, County of <u>Klanth</u> I certify that the within instr was received for record on the <u>27</u> <u>Jan</u> 19 <u>83</u> 3:36-0'clock <u>P</u> . M., and record of the <u>27</u> <u>Jan</u> 19 <u>83</u> 3:36-0'clock <u>P</u> . M., and record of Mortgage c County. Witness my hand and seal of C affixed. <u>Evel yn ^Blehn</u> Fee \$8.00	Do not lose	or destroy This Dea		By	<u> </u>		·		
TRUST DEFI TRUST DEFI S OF OREGON, County of Klanth I certify that the within instr eived for record on the 27 fan 19 83 clock p. M., and record of Mortgage c LLTL Record of Mortgage c LLTL Record of Mortgage c Mitness my hand and seal of C		Ur destroy. This Door	1 of 1 rust must be delive	ared to the Trus	itee for canc	eliation befo	re reconv	syance will be	e made.
TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI County of Klanth I certify that the within instr eived for record on the 27 fan 19 83 clock p. M., and record of Mortgage c <u>1474</u> Record of Mortgage c <u>1474</u> Record of Mortgage c <u>1474</u> Record of Mortgage c <u>1474</u> Record of Mortgage c	· D · · · · · · · · · · · · · · · · · · ·		. 3						
TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI County of Klanth I certify that the within instr eived for record on the 27 Fan 19 83 clock p. M., and record of Mortgage c <u>1474</u> Record of Mortgage c	и. н)	. <u>ຍ</u>		÷ .			•		
TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI County of Klanth I certify that the within instr eived for record on the 27 Fan 19 83 clock p. M., and record of Mortgage c <u>1474</u> Record of Mortgage c		ffix	y6 Son F	1	ST/	1	Ī		
TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI TRUST DEFI County of Klanth I certify that the within instr eived for record on the 27 Fan 19 83 clock p. M., and record of Mortgage c <u>1474</u> Record of Mortgage c	司命書。		nty		ATE				7:5
EGON, FIGON,	1 17 4	Wit.	an lloc	· Co					nit
EGON, FIGON,	سل ۲ هار	nes ie		unt vert	FO				_U^
GON, GON, GON, GON, record on the 27 record of Mortgage c Record of Mortgage c record of Mortgage c	X	a 5	5	· · ·	- HE 11				HI o
FU Seal of C	E.	ıy I	R al co	th 1	GO				بتركيه ت
FU Seal of C		han	eco	at I	Ž				0 JAS
FU B3 Seal of C	2	d a	rd on	<u>Kla</u> the					
FU FU Seal of C		ind	the 19 19 19 10 10	vi ti					
Granter Granter Beneficiary Beneficiary Ss. Ss. Ss. Ss. Ss. Ss. Ss. Title Title Title		sea	ed i	h	27				日のア
Grantor Grantor Beneficiary Beneficiary Ss. Ss. Ss. Scook M83 ge of said Deputy		0 14	tga 2	n 1			i.		
Grantor Grantor Grantor Grantor Ss. Ss. Ss. Title Said		Уf (1/ge 300	nst	. (.		•		•
nty nty	Del	Jou	da; k	run	- " #	Bene	0		
	put	nty	, ar said	nen ະ	e	ficia	Funt	! ∦	
	· · · · · · · · · · · · · · · · · · ·	· · ·	_ 72	۰ ۱	" ·	2 I I			
								1	ý <u>,</u> 6