

22398

MTC 11609-K
SHORT FORM TRUST DEED Vol 183 Page 5579

P63622

Parties: GEORGE C. FLITCRAFT and MARIJANE FLITCRAFT
745 Loma Linda
Klamath Falls, Or. 97601

Grantor(s)
 (herein "Borrower")

MOUNTAIN TITLE COMPANY
407 Main Street
Klamath Falls, Or. 97601

Trustee

State of Oregon, by and through the
Director of Veterans' Affairs

Beneficiary
 (herein "Lender")

A. Borrower is the owner of real property described as follows:

Lot 44 of LOMA LINDA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Also the Northerly one-half of Lot 45 of said LOMA LINDA HEIGHTS, more particularly described as follows:

Beginning at the most Westerly corner of Lot 45 of said LOMA LINDA HEIGHTS, thence Northeasterly along the line between Lots 44 and 45 of said LOMA LINDA HEIGHTS, a distance of 109.8 feet; thence South 28° 15' East along the line between Lots 44 and 45 of said LOMA LINDA HEIGHTS a distance of 40.3 feet, thence Southwesterly parallel to the line between said Lots 44 and 45 of said LOMA LINDA HEIGHTS to the Easterly line of Loma Linda Drive, thence Northwesterly along the Easterly line of Loma Linda Drive a distance of 40 feet to the point of beginning.

\$24,136.00----- (Twenty-four thousand one hundred thirty-six and no/100-----DOLLARS), which indebtedness is evidenced by Borrower's Note of even date herewith (hereinafter "Note"), providing for payments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1998-----

THEREFORE, to secure payment by Borrower of the indebtedness evidenced by the Note in strict accordance with the terms, including payment of the interest thereon, all of which terms of the Note are incorporated by this reference herein, and also in order to secure performance by Borrower of the covenants contained in the master form of Trust Deed recorded as indicated above, and in the Note covenanted by Borrower to perform, and also in order to secure repayments of any future advances, with interest thereon which may be made by Lender to Borrower, as well as any other indebtedness of Borrower to Lender which arises directly or indirectly out of the Note or this Trust Deed, Borrower hereby grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the Trust Property and presently assigns the rents, revenues, income, issues and profits therefrom to the Lender upon the terms set forth herein.

PROVIDED, HOWEVER, that until the occurrence of an event of default, as defined in the master form of Trust Deed recorded as indicated above, Borrower may remain in control of and operate and manage the Trust Property, and collect and enjoy the rents, revenues, income, issues and profits therefrom; and

PROVIDED, FURTHER, that if Borrower shall make all payments for which provision is made in the Note in strict accordance with the terms thereof and shall perform all of the covenants contained in the master form of Trust Deed recorded as indicated above, and shall make all payments due on any other indebtedness and shall perform all of the covenants contained in the Note, then Trustee shall execute and deliver to Borrower, without warranty, a reconveyance of the Trust Property.

BORROWER covenants and warrants that the Trust Property is not currently used for agricultural, timber or grazing purposes.

IN WITNESS WHEREOF, Borrower(s) ha(s)(ve) caused this Trust Deed to be executed on the 13th day of April, 1983.

George C. Flitcraft
Marijane Flitcraft
 BORROWERS) MARIJANE FLITCRAFT

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a notary public, personally appeared the within named GEORGE C. FLITCRAFT and MARIJANE FLITCRAFT
husband and wife

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

Witness my hand and official seal this day and year last above written.

TRUST DEED
 SHORT FORM
 538-M (11-82)

Kristina Garrison
 Notary Public for Oregon
 My Commission Expires: 6/19/83

STATE OF OREGON: COUNTY OF KLAMATH ; ss
 I hereby certify that the within instrument was received and filed for record on the 13 day of April A.D., 1983 at 1:57 o'clock P M and duly recorded in Vol M83, of Mtge on page 5579

FEE \$ 8.00

EVELYN BIEHN COUNTY CLERK
 by Deputy

22398

MTC 11609-K
SHORT FORM TRUST DEEDP63622
5580

including all appurtenances, buildings, and existing or future improvements located thereon, and all fixtures and attachments thereto, all of which real property is hereinafter referred to as "Trust Property."

B. Borrower, Lender, and Trustee hereby expressly adopt and incorporate by this reference the entirety of the master form of Trust Deed recorded in the office of the county recording officer of the county in which Trust Property is located in the volume and at the page as follows:

County	Date of Record	Volume or Reel	Page	Fee No.
KLAMATH	12-1/82	M82	16543	

C. Borrower is indebted to Lender in the principal sum of

\$24,136.00----- (Twenty-four thousand one hundred thirty-six and no/100-----DOLLARS), which indebtedness is evidenced by Borrower's Note of even date herewith (hereinafter "Note"), providing for payments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1998-----

THEREFORE, to secure payment by Borrower of the indebtedness evidenced by the Note in strict accordance with the terms, including payment of the interest thereon, all of which terms of the Note are incorporated by this reference herein, and also in order to secure performance by Borrower of the covenants contained in the master form of Trust Deed recorded as indicated above, and in the Note covenanted by Borrower to perform, and also in order to secure repayments of any future advances, with interest thereon which may be made by Lender to Borrower, as well as any other indebtedness of Borrower to Lender which arises directly or indirectly out of the Note or this Trust Deed, Borrower hereby grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the Trust Property and presently assigns the rents, revenues, income, issues and profits therefrom to the Lender upon the terms set forth herein.

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PROVIDED, FURTHER, that if Borrower shall make all payments for which provision is made in the Note in strict accordance with the terms thereof and shall perform all of the covenants contained in the master form of Trust Deed recorded as indicated above, and shall make all payments due on any other indebtedness and shall perform all of the covenants contained in the Note, then Trustee shall execute and deliver to Borrower, without warranty, a reconveyance of the Trust Property.

BORROWER covenants and warrants that the Trust Property is not currently used for agricultural, timber or grazing purposes.

IN WITNESS WHEREOF, Borrower(s) ha(s)(ve) caused this Trust Deed to be executed on the 13th day of April, 1983.

George C. Flitcraft
GEORGE C. FLITCRAFT
Marijane Flitcraft
BORROWER(S) MARIJANE FLITCRAFT

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a notary public, personally appeared the within named GEORGE C. FLITCRAFT and MARIJANE FLITCRAFT husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

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Kristi L. Garrison
Notary Public for Oregon
My Commission Expires: 6/19/83

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FEE \$ 8.00

EVELYN BIEHN COUNTY CLERK
by *Ann Lewis* Deputy