

24096

T/A 38-25986-4-7  
SHORT FORM TRUST DEED

Vol. 483 Page 3513

Parties:

ERWIN T. BROOKS and LEILA G. BROOKS husband and wife  
1900 Ivory Street  
Klamath Falls, Or. 97601Grantor(s)  
(herein "Borrower")TRANSAMERICA TITLE CO.  
600 Main Street  
Klamath Falls, Or. 97601

Trustee

State of Oregon, by and through the  
Director of Veterans' AffairsBeneficiary  
(herein "Lender")

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

A tract of land situated in Lot 16 ALTAMONT SMALL FARMS, in the  
County of Klamath, State of Oregon, described as follows:

incl: Beginning at a point that is 169.5 feet East and 125 feet South of ll of  
whic the Northwest corner of said Lot 16; thence East 116.5 feet; thence  
Deed North 125 feet; thence East 357.2 feet to the Northeast corner of just  
follr said lot; thence South parallel to Avalon Street 300 feet to the  
Southeast corner of said lot; thence West along the South line of  
said lot 473.7 feet to a point 169.5 feet East of the Southwest  
corner of said lot; thence North 175 feet to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of way of  
Avalon Street.

39 \$34,400.00----- (Thirty-four thousand four hundred 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 June 1, 2011  
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) has(ve) caused this Trust Deed to be executed on the 1st day of June, 1983.

ERWIN T. BROOKS

BORROWER(S)

LEILA G. BROOKS

## ACKNOWLEDGMENT

STATE OF OREGON

County of

Before me, a notary public, personally appeared the within named ERWIN T. BROOKS and LEILA G. BROOKS  
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.

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

After recording return  
to: Dept. of Veterans' Affairs  
124 North 4th St., K. Falls, OR 97601

Notary Public for Oregon  
My Commission Expires:

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for  
record on the 1st day of June A.D., 1983 at 3:39 o'clock P M,  
and duly recorded in Vol M81, of Mortgages on page 8513.

EVELYN BIEHN COUNTY CLERK

by: [Signature] Deputy

Fee \$ 8.00

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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	M-82	16543	

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

\$34,400.00----- (Thirty-four thousand four hundred 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 June 1, 2011

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 <sup>is not</sup> ~~is~~ currently used for agricultural, timber or grazing purposes.

IN WITNESS WHEREOF, Borrower(s) has(have) caused this Trust Deed to be executed on the 1st day of June, 1983.

Erwin T. Brooks  
ERWIN T. BROOKS

Leila G. Brooks  
BORROWER(S) LEILA G. BROOKS

#### ACKNOWLEDGMENT

STATE OF OREGON )

ss.

County of )

Before me, a notary public, personally appeared the within named ERWIN T. BROOKS and LEILA G. BROOKS  
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.

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

After recording return, Notary Public for Oregon  
My Commission Expires: 2/14/85  
to: Dept. of Veterans' Affairs  
124 North 4th St., K. Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 1st day of June A.D., 1983 at 3:39 o'clock P M, and duly recorded in Vol M83, of Mortgages on page 8513.

EVELYN BIEHN COUNTY CLERK

Fee \$ 8.00

by Ann Lewis Deputy