

26577

T/A #M-38-26239-8
SHORT FORM TRUST DEEDVol. 783 Page 129C6

Parties: DAVID L. HENRY and LYNN L. HENRY
870 Vista Ave SE
Salem, Or. 97302

TRANSAMERICA TITLE CO
600 Main Street
Klamath Falls, Or. 97601

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

Grantor(s)
(herein "Borrower")

Trustee

Beneficiary
(herein "Lender")

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

The Northerly one-half of Lot 32 of LOMA LINDA HEIGHTS ADDITION TO
 THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon,
 and more particularly described as follows:

Beginning at a point on the Westerly line of said Lot 32 which bears
 North 7° 27' West a distance of 82.4 feet from the most Southerly
 corner of said Lot, said point also being the Northeasterly corner of
 Lot 52, Loma Linda Heights; thence continuing North 7° 27' West a
 distance of 82.3 feet to the Northwesterly corner of said Lot 32;
 thence North 68° 45' East along the Northerly line of said Lot 32, a
 distance of 134.0 feet to the Northeasterly corner of said Lot; thence
 South 7° 06' West, along the Easterly line of said Lot, a distance of
 90.9 feet to a point; thence South 68° 45' West a distance of 110.8 feet,
 more or less, to the point of beginning.

with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2013

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} ~~is~~ 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 4th day of August, 19 83

DAVID L. HENRY

LYNN L. HENRY

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a notary public, personally appeared the within named DAVID L. HENRY AND LYNN L. HENRY
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

Shirley L. Addington
 Notary Public for Oregon
 My Commission Expires: 3-22-85

STATE OF OREGON: COUNTY OF KLAMATH ;ss

I hereby certify that the within instrument was received and filed for
 record on the 4th day of August A.D., 19 83 at 3:36 o'clock P M
 and duly recorded in Vol M83, of Mortgages on page 12906

EVELYN BIEHN COUNTY CLERK

by Shirley L. Addington DeputyFEE \$ 8.00

83 AUG 14 PM 3 36

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."

H. 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 \$58,000.00----- (Fifty-eight thousand 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 August 1, 2013-----

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 to 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 4th day of August, 19 83

David L. Henry
 DAVID L. HENRY
Lynn L. Henry
 BORROWER(S) LYNN L. HENRY

STATE OF OREGON

ACKNOWLEDGMENT

County of Klamath

Before me, a notary public, personally appeared the within named DAVID L. HENRY AND LYNN L. HENRY 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

STATE OF OREGON: COUNTY OF KLAMATH ;ss

I hereby certify that the within instrument was received and filed for record on the 4th day of August A.D., 19 83 at 3:36 o'clock P M and duly recorded in Vol M83, of Mortgages on page 12906

FEE \$ 8.00

EVELYN BIEHN COUNTY CLERK
 by Ann Davis Deputy

Sharon J. Addington
 Notary Public for Oregon
 My Commission Expires: 3-22-85