| | MTC | 6800 | -K STE | VENS-NESS LAW PUBLIS | HING CO., PORTLAND, OF | 1. 97204 |
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| FORM No. 881-Oregon Trust Deed Series-TRUST DEED. | | T DEED | Vol. | 1483 Page | | Ð |
| 28426 | | | | | | 1 |
| THIS TRUST DEED, made this | 9th H M. LEF | EBVRE, | Septemb husband and | er wife | , 19.83, bet | ween |
| as Grantor, MOUNTAIN TITLE COMPANY, | | | | | , as Trustee, | , and |
| WESTERN BANK | | | | •••••• | •••••• | ······, |
| as Beneficiary, | 127 7 T N | TECCETL | <i>ı</i> . | | | |
| Grantor irrevocably grants, bargains, s in <u>Klamath</u> County, Ore | ells and co egon, descr | onveys to ribed as: | o trustee in tru | | | |
| All of Lot 7 in Block 4 of ELDORADO to the official plat thereof on file | and a po in the | ortion c | f Lot ll, E of the Cour | Block 4, ELDO | DRADO, accor Klamath Cou | ding nty, |
| Oregon, more particularly described | as follo | ws: | | - | | |
| Oregon, more particularly described Beginning at the most Southerly corn the Southwesterly line of said Lot a 30" East at right angles to said Sou of said Lot 7; thence South 31°46'30 most Southerly corner of said Lot; t of Lot 11 a distance of 28.73 feet t | er of sa distanc thwester "East a thence So | cly line along the | e, to a poin ne Southwest P13'30" West | nt on the Southerly line of | uthwesterly f Lot 7 to t | line he |
| together with all and singular the tenements, heredi now or hereafter appertaining, and the rents, issues tion with said real estate. FOR THE PURPOSE OF SECURING PEL Sum of EIGHT THOUSAND FIVE HUNDRED | RFORMAN | CE of each | agreement of ginned and agreement of ginned agreement of a second s | rantor herein conta | ained and payment | t of the |
| sum of EIGHT THOUSAND FIVE HUNDRED note of even date herewith, payable to beneficiary on not sooner paid, to be due and payable | r order and | ── Dollars made by g | , with interest th rantor, the final | ereon according to payment of princi | the terms of a pro pal and interest h | omissory ereot, if |
| note of even date international payable not sooner paid, to be due and payable The date of maturity of the debt secured by the becomes due and payable. In the event the within a sold, conveyed, assigned or alienated by the grant then, at the beneficiary's option, all obligations secu- herein, shall become immediately due and payable. The above described real property is not currently | described pr tor without ured by this | operty, or first havin instrument ricultural, tin | any part thereof, g obtained the wi t, irrespective of mber or grazing pu | , or any interest th ritten consent or aj { the maturity da urposes. | lerein is sold, agree pproval of the ben ites expressed the | eliciary, rein, or |
| To protect the security of this trust deed, gravity in the protect, preserve and maintain said property in and repair; not to remove or demolish any building or improvement committo or permit any waste of said property. 2. To complete or restore promptly and in good maintain and pay when due all costs incurred thereford. 3. To comply with all late, ordinances, regulations, it is and restrictions allecting said property. 3. To comply with all late, ordinances, regulations, it is and restrictions allecting said property. It he beneficial is in neceving such linancing statements pursuant to the least of the beneficiary may require and to pay for the beneficiary or hereafter erected on the said premises adainst loss companies acceptable to the beneficiary may from time to an amount not less than 3. Tull. Insurance any said the formation of the desire of the beneficiary and the factors hall tail for any reason to the beneficiary and it the factors acceptable to the beneficiary and it the factors and presents of the proper said policies to the beneficiary and state provide provide policies to the beneficiary and the beneficiary and it the factors shall tail for any reason to proceed any policy of insurance now or hereafter placed to the beneficiary and if the beneficiary and present to procee any such the beneficiary and the said there may form the policies to the beneficiary and the said there are any policy of insurance now of hereafter placed to the beneficiary and the policies to the beneficiary and the sate that and the sate the proceed to procure the same and the proceed of the beneficiary the proceed of the beneficiary and procee | antor agrees: in good condit rovernent there and workman icted, damaged r. covenants, cor ry: so requests. Unitorm Comn desirable by on the build or damage by on the build or damage by o, time require to the latter: to the latter: to the latter: to the latter: to the latter: | (a) cc ion granti on thereo on thereo like legally or be co di- servic the erty c insues ings less c fire ney's , in ficies all collec red; insure to prope | onsent to the makin makin mag any easement 00 tilination or other any if (d) reconvey, with it is any reconvey, with the in any reconvey, with the in any reconvey, without notice, eith distributions and prolise, includiosts and expenses of any determine. If the entering tion of such rents, and prolises or construction and the entering tion of such rents, and the application of such rents, and the such rotice. | ng ol any map or plain r creating any restrict greement allocing this thout warranty, all or ance may be describy and the recitals there: he truthlumess thereol. paragraph shall be not lault by grantor heree in jetson, by adeu without regard to this secured, enter upon an in its own name sue ing those past due and l operation and collect- biedeness secured herei upon and taking pe issues and prolits, or pensation or awards la tion or ricase thereou tices ol delault hereun by grantor in payme ance ol any agreement | is deed or the lient any part of the prop ed as the "person o nof any matters or f . Truster's lees for al- lees than 55. under, beneficiary man tor by a receiver i e adequacy of any se d take possession of 1 of the possession of by, and in such order spession of said pro- the proceeds of lire or any taking or dam I as aforesaid, shall n dier or invalidate any spet of any indebtedme | or charge entry. The r persons acts shall ny of the up at any to be ap- curity lor said prop- the rents, the same, able attor- r as bene- perty, the and other age of the ot cure or act done |

If the grantor shall fail for any reason to procure any as sound as insufficient. If the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least litteen days prior to the expiration of any policies to insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected un any indebtedness secured hereby and in such order as beneficiary may durit thereod, may be released to grantor. Such application or release shall not or waive any delault or notice of delault hereunder or invalidate any and thereod, may be released to grantor. Such application or release shall not done pursuant to such notice.
To keep said premises free from construction lens and to pay all fact, assessments and other charges that may be levied or assessed upon or adaption to the providing beneficiary in the such take, access receipts therefore to beneficiary: should the grantor fail to make payment of any tars, assessment, lens or other charges providing beneficiary in the such tarke support of any tars, assessment, beneficiary indices and the amount so paid, with interest at here elicitary on make payment thereof and the amount so paid, with interest at the grantor, shall be bound to the property hereinbelore described, and lor such apprent, shall be bound to the property hereinbelor described, and lor such apprent, shall be bound to the payment thereof shall, at the option of the bound to the payment of interest as the other of shall be and explayed with which to interest with struct deed.
To any device the second by this trust deed, and lor such apprent shall be applied with which to interest with the obligation described in paragraphs 6 and 7 of this same estend that they are mound shall be mediciary or trustees and atomy is trust deed, without waiver of any trints, with interest as a foresaid, the property hereinbelore described, and thereof shall, at the option of the bound to the same estend

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12. Upon default by grantor in payment of any indebtedness secured hereby on his performance of any agreement hereunder, the beneficiary may default all sums secured hereby immediately due and payable, in such an equity as a mortgage or direct the truster to hereclass this trust deed pay devertisement and sale. In the latter event the break or the truster shall of the said described real property to satisfy the obligations secured hereby any and payable. In such and his election the property to satisfy the obligations secured hereby, whereupon the truster all property to satisfy the obligations secured hereby, whereupon the truster all property to satisfy the obligations secured the beneficiary elect to loreclose this trust deed in the alter default and his election may proper to loreclose this trust deed and the selection of the beneficiary or to satisfy the obligation secured the beneficiary elect to loreclose by advertisement and sale. By the beneficiary or to satisfy the obligation and the beneficiary or to satisfy the obligation secured the beneficiary or to satisfy the obligation and the beneficiary or to successors in the state set by the truste or the truster's sale. The beneficiary or his successors increast, respectively, the entire amount then due under the terms of a provided the pay and the interest, respectively, the entire amount the beneficiary or the successors and thereby curved.
14. Otherwise, the sale shall be held on the date and at the time and place dissingted by law. The trustee may sell said poperty either property either processor as provided by law and proveed the proves of sale. Trustes and the property either processor is deed and normal equitors and thereby curve dissingt and the nortice of sale or the time to which said sale may the prostoned as provided by law. The trustee may sell said poperty either property is oble, but without any covenance to which said sale may hereby effect or cash, payable at the tinter or sale. Trustes hall be beneficiary any curves at

surplus, it any, to the graniest of no the successor in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to time appoint a successor is successor for any finister named herein in for any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee. The latter shall be vested with all title, powers and duties conferred upon any trustee berein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing restrictions the fitted by written (restriction executed by beneficiary, containing testerese to this trust deed and its place of record, which, when received in which the property is situated, shall be evenlusive proof of proper appointment of the successor trustee. 17. Trustee socrets this trust when this deed, dute executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pening sale under any other deed on trust or of any action or proceeding in which ganta, benchainy or truster shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bur, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 6% 505 to 6% 585. -----

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 except State DVA Mortgage dated September 24, 1981, and recorded September 24, 1981, in Volume M81, page 17108, Microfilm Records of Klamath County, Oregon.

and that he will warrant and forever defend the same against all persons whomsoever.

16001

This deed applies to, inutes 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.

| masculline gender meldes me termine | | | • |
|---|---|--|---------------------------|
| IN WITNESS WHEREOF, said grantor | 0 | the day and year first above the first above t | ve written. |
| * IMPORTANT NOTICE: Delete, by lining out, whichever war | ranty (a) or (b) is | dare R. SEED. | |
| not applicable; if warranty (a) is applicable and the benefi as such word is defined in the Truth-in-Lending Act and | ciary is a creation 1SAL | ORE R. LEFEBVRE | |
| t statum MUCT comply with the Act and Regulation by | making required | ith m. Lefebu | sc |
| it allowing for the nurners of this instrument is to be d fill | ST lien to finance // TITDT | TH M. LEFEBYEE | |
| the purchase of a dwelling, use Stevens-Ness Form No. 13 if this instrument is NOT to be a first lien, or is not to fin | US or equivalent; // | | |
| of a dwelling use Stevens-Ness Form No. 1306, or equival | ent. 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.] | | | |
| STATE OF OREGON, | STATE OF OREGON, | County of |) 55. |
| County bt 4 LKI amath | | . 19 | |
| September 19.83 | Personally appea | red | and |
| | | who | , each being first |
| Personally appeared the above named SADORE R. LEVEBARE And JUDITH M. | duly sworn, did say tha | | · |
| | president and that the | | |
| FEBVRE, husband and wife | | | |
| | | | |
| | | the seal affired to the forefoing | instrument is the |
| | ··· anomagate cost of said (| cornoration and that the instrume | nt was signed and |
| and acknowledged the foregoing instru | to hobalt of said | corporation by authority of its | poard of difectors, |
| ment to be their voluntary act and deed | | nowledged said instrument to be | na volumaly act |
| Betore me: / () | Before me: | | |
| 1. + 4/01 | 1 A A A | | |
| (OFFICIAL JUSUX, XUL | | ····· | (OFFICIAL |
| Notary Public for Oregon | Notary Public for Oreg | on | SEAL) |
| My commission expires: | My commission expires | s: | |
| | / 1 | | |
| The undersigned is the legal owner and holder trust deed have been fully paid and satisfied. You he said trust deed or pursuant to statute, to cancel all | reby are directed, on payment a ovidences of indebtedness secu | red by said trust deed (which a | re delivered to you |
| said trust deed or pursuant to statute, to cancer an herewith together with said trust deed) and to reconve | y, without warranty, to the pa | arties designated by the terms of | said trust deed the |
| estate now held by you under the same. Mail reconve | yance and documents to | | |
| estate now neta by you when the | | | |
| 10 | | | and a second second |
| DATED: | | | |
| | | | |
| | | Beneficiary | |
| | | | |
| Do not lose or destroy this Trust Dood OR THE NOTE which | to secure . Both must be delivered to th | e trustes for cancellation before reconveyo | nce will be made. |
| De not lose or destroy this Trust Deed OK THE NOTE which | in seconds. Don't most Do Do Do | | |
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| n n | | | ١ |
| TRUST DEED | | STATE OF OREGON, | ss ss |
| (FORM No. 881) | | County of Klama | <u>411</u>) |
| (FORM No. 851) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. | | I certify that the v | vithin instrumen |
| | | was received for record | on the 16th da |
| Mr. & Mrs. Isadore R. Lefebvre | | of September | , 19.ä.J |
| | | at .9:12 o'clock | M., and recorde |
| | | In book/reel/volume N | o. <u>M.83</u> o |
| Grantor | SPACE RESERVED | page | as fee/file/instru |
| | FOR | ment/microfilm/recept | ion No 28426 |
| Western Bank | RECORDER'S USU | ment/microfilm/recept | With 19 (. Land .). (a) |
| | | Record of Mortgages o | r said County. |
| | | | |
| Beneficiary | | County affixed. | and and seal o |
| AFTER RECORDING RETURN TO | | | and and seal o |
| | | | |
| at a second s | | Evelyn Biehn, | C unty Cle |
| MOUNTAIN TITLE COMPANY, INC. | Fee: \$8.00 | | and and seal o |