

29073

MITC-12852-L
SHORT FORM TRUST DEED

P104745

Parties:

EDWARD L. HULL and JUANITA HULL
1000 CALIFORNIA AVE
KLAMATH FALLS, OR. 97601

Vol. 1283 Page 17090

1000 MOUNTAIN TITLE CO
407 MAIN STREET
KLAMATH FALLS, OR. 97601

Grantor(s)
(herein "Borrower")

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

Trustee

Beneficiary
(herein "Lender")

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

"SEE REVERSE SIDE"

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. After changing the word "Borrower" to "Lender" in line 4 of paragraph VI on page 2, 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 \$ 40,000.00 ----- (Forty 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 October 1, 2013----- and further evidenced by -----

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.

PROVIDED, FURTHER, the unpaid balance of the indebtedness secured by this Trust Deed will become immediately due and payable in full upon the sale or other transfer of the Trust Property, or any portion of the Trust Property, to the second transferee after July 1, 1983 who is not the original borrower, surviving spouse, unmarried former spouse, surviving child or stepchild of the original borrower, or a veteran eligible for a loan under ORS 407.010 to 407.210 and Article XI-A of the Oregon Constitution.

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 5th day of Oct, 1983

LOAN NUMBER

EDWARD L. HULL
BORROWER(S) JUANITA HULL

ACKNOWLEDGMENT

STATE OF OREGON

County of

ss.

Before me, a notary public, personally appeared the within named EDWARD L. HULL AND JUANITA HULL
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.

Ande Stelle
Notary Public for Oregon
My Commission Expires: 7/13/85

RECORDING DATA

I certify that the within was received and duly recorded by me in _____
File/Record _____ Book _____ Page _____, on the _____ day of _____, 19____
By _____, Deputy.

RETURN AFTER RECORDING TO:

Department of Veterans' Affairs
124 N. 4th Street
KLAMATH FALLS, OR. 97601

37022

All the following described real property in the County of Klamath, State of Oregon, lying Northwesterly of the Dalles-California State Highway #97:

Beginning at an iron pin on the Westerly line of Riverview, Oregon, (located in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian) which lies North 0° 15' West along said Westerly line of Riverview a distance of 150 feet from the iron pin which marks the most Southerly corner of Lot 21, Block 7, Riverview, Oregon, and running thence; continuing North 0° 15' West along the Westerly line of Riverview, Oregon, a distance of 362 feet to an iron pin which marks the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5; thence South 89° 45' West along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, a distance of 490 feet to an iron pin; thence South 0° 15' East a distance of 512 feet to an iron pin; thence North 89° 45' East a distance of 290 feet to an iron pin; thence North 0° 15' West a distance of 150 feet to an iron pin; thence North 89° 45' East a distance of 200 feet more or less to the point of beginning, being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian.

Filed for record at request of

on this 5th day of Oct. A.D. 19 83
at 3:25 o'clock P M and duly
recorded in Vol. M 83 of Mortgages
Page 17090.

EVELYN BIEHN, County Clerk

By Am. Smith Deputy

Fee 8.00