

30181

JOHN B. LOOMIS and EVELIN S. LOOMIS, as Trustee, and
MOUNTAIN TITLE COMPANY, INC.
as Grantor, WALTER I. KOOMAN and CHRISTINE I. KOOMAN, husband and wife, as to an undivided 1/2
interest and HENRY C. WARNERS and FLORA WARNERS, husband and wife, as to an undivided
1/2 interest
as Beneficiary,
WITNESSETH: _____ with power of sale, the property

WITNESSETH:

as Beneficiary, 1/2 interest

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 9, Block 78, EIGHTH ADDITION TO NIMROD RIVER PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

****There shall be no prepayment penalty.**

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and pay-
sum of FOUR THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory
the final payment of principal and interest hereof, it

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently:

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and to permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary is a Uniform Commercial Code merchant, to execute and file a bill of lading or pay for filing same in the office of the beneficiary may require and pay for filing same in the office of the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in and such net loss as \$ _____ loss payable to the latter; and

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding for the foreclosure of this deed, to pay all costs and expenses, including the attorney's fees, of the beneficiary or trustee's attorney; and to include evidence of title as mentioned in this paragraph 7 in all judgments or decrees of the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court may determine to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note shall be made by the trustee (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee not

(a) consent to the making of any map or plat of said property; (c) join in granting any easement or creating any restriction thereon; (d) join in or charge subordination of other agreement affecting this deed or any part of the property. The grantee (d) reconvey, without warranty, all that is described as the "person or persons" in any reconveyance may and does recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the

10 Upon receipt of the foregoing sum, the undersigned shall not be at any time without notice, either in person, by agent or otherwise, of any security for the indebtedness hereunder, and shall, upon and after receipt of said sum, execute, acknowledge and deliver to the undersigned, in its own name and on its behalf, a deed of assignment of all its assets and profits, including those past due and to come, including reasonable attorney's fees and expenses, to the undersigned security hereby, and in such order as the undersigned may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not in any way waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance immediately due and payable, cause such as he declares all sums secured hereby to be immediately due and payable, trust deed event the beneficiaries at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose or the trustee shall advertisement and sale. In the latter event the beneficiary of default and his election executed and cause to be recorded his written notice to satisfy the obligations secured to sell the said described real property to the time and place of sale, give notice hereby, whereupon the trustee shall thereat and proceed to foreclose this trust deed in thereof as then required by law ORS §86.740 to \$8,795.

13. Should the beneficiary elect to foreclose by advertisement and sale of the mortgaged property provided in ORS 86.740 to 86.790, then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the beneficiary or his successors in interest, or the lender, the lender's agent, the beneficiary's agent and the beneficiary's attorney, may pay to the trustee or his successors in interest, or the lender, the lender's agent, the beneficiary's agent and the beneficiary's attorney, the amount of the principal and interest actually incurred in enforcing the terms of the obligation (including costs and the lender's and attorney's fees not exceeding the amounts provided in ORS 86.740 to 86.790) other than such portion of the principal and interest actually incurred in enforcing the terms of the obligation as exceeding the amounts provided in ORS 86.740 to 86.790, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the court, and the mortgage shall be held on the date and at the time and place of the foreclosure sale.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell the parcel or parcels at the sale in one or in separate parcels and shable at the time of sale. Trustees shall accept the highest bid or bids and shall deliver the property to the purchaser at the auction to the highest bidder for the deed in form as required by law. Express or implied covenants shall not be a condition of sale. The trustee shall deliver the property to the purchaser without any covenant or warranty, express or implied, and without any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may present to the powers provided herein, trust.

15. If then trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and any reasonable charge by trustee or attorney, (2) to the obligation assumed by the trust deed, (3) to all persons having recorded claims subsequent to the interest of the trustee in the land or having recorded claims subsequent to the interest of the priority claimant, (4) the surplus if any, to the grantor or to his successor in interest entitled to such surplus, as may be determined by law beneficiary may from time to time

surplus, if any, to the grantor or his estate. If the trustee named herein or to any other person appointed hereunder shall die, resign or be removed, then the trustee shall be appointed by the court in and for the County of Cook, Illinois, and the trustee so appointed shall have the same powers and authority as the trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, or his estate, and recorded in the office of the County Clerk of Cook County, Illinois, in the County in which the property of the trust is situated, and its place of record, and the trustee so appointed shall have the same powers and authority as the trustee herein named.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed in trust or of any action or proceeding in which grantor, beneficiary or trustee 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 Bar, 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 696.505 to 696.525.

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 none

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

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below);
(b) ~~for the purchase of real property~~

This deed applies to, inures 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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

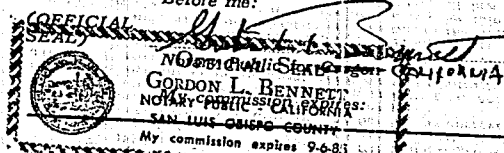
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON, CALIFORNIA)
County of _____) ss.
August _____, 1983

Personally appeared the above named:
JOHN B. LOOMIS and EVELYN J. LOOMIS
dba JATTA TRADING COMPANY, a Partnership

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

Before me:



(ORS 93.490)

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____ and _____

who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of _____

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: _____

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to: _____

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

John B. Loomis and Evelyn J. Loomis
dba Jatta Trading Company, a
partnership

Grantor

Walter I. & Christine I. Kooman
and Henry C. & Flora Warners

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY, INC.

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,
County of Klamath) ss.

I certify that the within instrument was received for record on the 3rd day of November 1983, at 2:37 o'clock P.M., and recorded in book/reel/volume No. M83 on page 18963 or as document/fee/file/instrument/microfilm No. 30181, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Pamela Smith* Deputy

Fee: \$8.00