

30814

K-36484  
SHORT FORM TRUST DEEDVol. M83 Page 18944

Parties:

JON C. ELLIOTT and PATRICIA A. ELLIOTT  
RT 2 BOX 155  
PAISLEY, OREGON 97636KLAMATH COUNTY TITLE  
422 Main Street  
Klamath Falls, Or. 97601Grantor(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: Lot 9 and the Easterly 15 feet of Lot 10 in Block 18 of Hillside Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 \$ 61,750.00----- (Sixty-one thousand seven hundred fifty 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 December 1, 2013----- and further evidenced by none

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, unremarried 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 currently used for agricultural, timber or grazing purposes.

IN WITNESS WHEREOF, Borrower(s) has(s)(ve) caused this Trust Deed to be executed on the 8 day of November, 1983.

P 64959

LOAN NUMBER

JON C. ELLIOTT  
BORROWER(S) PATRICIA A. ELLIOTT

## ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

ss.

Before me, a notary public, personally appeared the within named JON C. ELLIOTT and PATRICIA A. ELLIOTT  
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.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 8-5-87

## RECORDING DATA

I certify that the within was received and duly recorded by me in Klamath County Records,  
File/Record Mortgages Book M83 Page 19944 on the 21st day of November, 1983  
By [Signature] Deputy.

RETURN AFTER RECORDING TO:  
Department of Veterans' Affairs  
124 N. 4th Street  
Klamath Falls, Or. 97601

Fee: \$4.00