

31957

MTC 13269-4  
SHORT FORM TRUST DEED

Vol. 1783 Page 22149

Parties:

ROGER MICHAEL BEYER  
1945 Main Street  
Klamath Falls, OR 97601

Grantor(s)  
(herein "Borrower")

Mountain Title Co.  
407 Main Street  
Klamath Falls, OR 97601

Trustee

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

Beneficiary  
(herein "Lender")

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

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE  
PROPERTY: Year/1977, Make/Lancer, Serial Number/5379, Size/24x64 & 10x32.

including A parcel of land situated in the S1/4 S1/4 NE1/4 Section 1, Township 40 South, Range 9  
property East of the Willamette Meridian, Klamath County, Oregon, more particularly  
incorporated described as follows:

Beginning at a 3/4" iron rod on the Westerly right of way line of Oregon State  
Highway 39 being the Southeast corner of said parcel, from which the East 1/4  
corner of Section 1 bears South 89° 45' 40" East 30.00 feet; thence North 89°  
45' 40" West 950.84 feet along the center 1/4 section line of Section 1 to a  
5/8" iron rod; thence North 00° 15' 29" East, 229.06 feet to a 5/8" iron rod;  
thence South 89° 45' 40" East, 950.84 feet to a 5/8" iron rod at the intersection  
with the Westerly right of way line of said Highway 39; thence South 00° 15' 29"  
West 229.06 feet along the Westerly right of way line of said Highway 39 to the  
point of beginning, with bearings based on Minor Partition No. 79-82 on file in  
the office of the County Clerk of Klamath County, Oregon.

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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 \$ 63,000.00 (Sixty Three 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 January 1, 2014----- 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, 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 <sup>is not</sup> ~~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 28 day of Dec, 1982

P65330

LOAN NUMBER

ROGER MICHAEL BEYER

BORROWER(S)

### ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath ss.

Before me, a notary public, personally appeared the within named ROGER MICHAEL BEYER

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

Witness my hand and official seal the day and year last above written.

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 Klamath  
File/Record Mortgages Book M83 Page 22149 on the 28th day of December 1983  
By Bernetha A. Felath Deputy. 3:49 P.M.

RETURN AFTER RECORDING TO:

Department of Veterans' Affairs

124 N. 4th St.

Klamath Falls, OR 97601

Fee \$8.00

TRUST DEED  
SHORT FORM