

32528

OR 97204
ACI
ACI

WITNESSETH:

The N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 21, Township 34 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the

note of even date herewith, payable to beneficiary, at maturity of note, 19 .
not sooner paid, to be due and payable at maturity of the debt, stated above, on which the final installment of said note
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. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
herein, shall become immediately due and payable.
The property is not currently used for agricultural, timber or grazing purposes.

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; not to commit or permit any waste of said property.

and repair; not to remove or defraud said property.

2. To commit no waste or to 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 in regulations, covenants, conditions and restrictions affecting the same.

3. To comply with all laws, ordinances; if the beneficiary so requests, to join in executing same and to execute and file statements pursuant to the Uniform County Code of Ordinances, which the beneficiary may require and to pay for filing same; to join in public office or offices, as well as the cost of all legal searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To cause and continuously maintain insurance on the buildings, improvements and contents of the same.

[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 priority rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including a suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of the trial court, and in the event of an appeal from any judgment or order of the trial court, grantor further agrees to pay the beneficiary 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 for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(c) consent to the making of any map or plat of said property; (h) join in any granting any easement or creating any restriction thereon; (i) join in any subordinating or other agreement or mortgage, warranty, all or any part of the property, the grantee; (j) conveyance may be described as the "person or persons" of the grantee in any deed, mortgage, or other instrument; (k) the grantee shall be conclusively proof of the truthfulness of the foregoing statements; (l) the services mentioned in this paragraph shall cost not more than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent, or by attorney, for the grantor, enter upon and take possession of any security for the indebtedness secured, enter upon and take possession of said property for the indebtedness secured, enter upon and take possession of the units, issues or any part thereof, in its own name sue and collect, and apply the same, issues and profits, including those in the hands of the units, to the payment of the indebtedness secured hereunder, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire 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 cure or 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, at his election, cause to be recorded his written notice of default and his election to foreclose the trust deed by immediately due and payable. In such event the beneficiary, at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall advertise and cause to be recorded his written notice of default and his election to foreclose the trust deed by advertisement and sale, give notice to sell the said described real property at a certain time and place of sale, give notice whereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by ORS 86.740 to 86.795. In such event the trustee shall proceed to foreclose by advertisement and sale in the manner provided by ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or his successors in interest, respectively, the entire amount then due under the terms of the trust deed, including costs and expenses incurred in enforcing the terms of the obligation and the attorney's fees not exceeding the amounts provided by law, had no default occurred, and thereby the principal as would not then be due, shall be paid in full, and the trustee shall be dismissed by the date in which even all foreclosure proceedings shall be dismissed by the trustee.

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 property either in one parcel or in separate parcels and in such lots as shall be determined in one parcel or in separate bidder bids made at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property to the purchaser but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but excluding the grantor and beneficiary, may purchase at the sale.

15. When 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 trustees' attorney, (2) to the obligation of the trust to pay to the trustee or the trustee's attorney, (3) to the obligation of the trust to pay to the trustee or the trustee's attorney having received liens or claims subject to the interest of the trustee in the trust, and (4) to the beneficiaries of the trust in the order of their priority and as they are due as such beneficiaries. Any amount not so distributed shall be distributed as such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, and to the beneficiary may from time to time.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any time appointed trustee appointed hereunder. Upon such appointment, and without success to trustee appointed hereunder, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed, instrument of record, which, when recorded in the office of the County Clerk of said County of Santa Clara, shall constitute conclusive proof of proper appointment of the successor trustee.

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 of 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 issue 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 606.130 to 606.585.

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

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 an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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~~, ^{OREGON} ~~CALIFORNIA~~)
County of Klamath } ss.
January 13, 19 84

Personally appeared the above named

Eddie L. Bartley and

Barbara L. Mills

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

Before me:

(OFFICIAL SEAL)

Susan C. Patzke
Notary Public for Oregon

My commission expires: 11-2-86

STATE OF OREGON, County of _____) ss.

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

(OFFICIAL SEAL)

My commission expires:

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)

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

Eddie L. Bartley

Barbara L. Mills

Grantor

CERTIFIED MORTGAGE CO.

Beneficiary

AFTER RECORDING RETURN TO
Transamerica Title Ins. Co.
600 Main Street
Klamath Falls, Oregon 97601

Attn: Marlene

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 16th day of January, 19 84, at 10:30 o'clock AM, and recorded in book/reel/volume No. VS on page 771 or as fee/file/instrument/microfilm/reception No. 32528, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Patricia L. Smith Deputy

Fee: \$8.00