

42709

Parties:

VERNON G. NEWLUN & PATRICIA L. NEWLUN

PO BOX 18

DAIRY OR 97625

Grantor(s)
(herein "Borrower")

Mountain Title & Escrow

403 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:

As described in the attached Exhibit "A" and by reference made a part hereof:

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

\$ 25,622.00 (Twenty-Five Thousand Six Hundred Twenty-Two 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 November 1, 2009

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 is not 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 29th day of October 19 84

Vernon G. Newlun

BORROWER(S)

Patricia L. Newlun

P67069

LOAN NUMBER

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a notary public, personally appeared the within named

VERNON G. NEWLUN and PATRICIA L. NEWLUN

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.

Kristin L. Redd
Notary Public for Oregon
My Commission Expires: 11/16/87

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

155 NE Revere

Bend OR 97701

TRUST DEED
SHORT FORM

18536

Vol. 18536

WILLIAM & PATRICIA L. NEWLIN

48709

18537

Exhibit "A"

A piece or parcel of land situate in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 34, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, in Klamath County, Oregon, and more particularly described as follows:

Beginning at a point on the North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, which is South 1320 feet and East 1564 feet from the NW corner of said Section 34, which point of beginning is the Northeast corner of the Michaels property as described in a deed recorded in Klamath Deed Records, Volume 66 at page 552; thence South along the East line of said Michaels property a distance of 258 feet; thence East 322 feet more or less to the West line of Custer Street in the Townsite of Dairy; thence North along the West line of said Custer Street 258 feet, more or less, to the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34; thence West 322 feet, more or less, to the point of beginning, all being a portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian.

STATE OF OREGON,
County of Klamath)

Filed for record at request of

on this 30th day of October A.D. 1984
at 9:01 o'clock A M, and duly
recorded in Vol. M84 of Mortgages
Page 18536

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 8.00 Index: \$1.00

ACKNOWLEDGMENT

RECORDING DATA