

43436

K-37328
SHORT FORM TRUST DEED

Parties:

THOMAS H. BLACKBURN & WANDA J. BLACKBURN
349 Alameda Avenue
Klamath Falls OR 97601

Klamath County Title Company
422 Main Street
Klamath Falls OR 97601

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

Vol. 184 page 19694
Grantor(s)
(herein "Borrower")

Trustee

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

\$42,750.00 (Forty-Two 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, 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 and Article XI-A of the Oregon Constitution.

BORROWER covenants and warrants that the Trust Property ^{is not} ~~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 21st day of November, 1984.

P67208

LOAN NUMBER

Thomas H. Blackburn

BORROWER(S)

Wanda J. Blackburn

ACKNOWLEDGMENT

STATE OF OREGON)

ss.

County of Klamath)

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

THOMAS H. BLACKBURN and WANDA J. BLACKBURN

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.

Raythe Moore
Notary Public for Oregon
My Commission Expires: 8/27/87

RECORDING DATA

Verify that the within was received and duly recorded by me in _____ County Records,
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

EXHIBIT "A"

Beginning at a point created by the intersection of the Southeasterly line of Erie Street and the Northeasterly line of Alameda, this point also being the extreme West corner of Block 42, Hot Springs Addition to the City of Klamath Falls, Oregon; thence North 48°18' East along the Southeasterly line of Erie Street, 100.4 feet; thence South 41°42' East parallel with the Alameda 40.0 feet; thence South 48°18' West parallel to Erie Street 100.4 feet; thence North 41°42' West along the Northeasterly line of the Alameda 40 feet to the point of beginning, parcel being a portion of Lot 7, Block 42, Hot Springs Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

After Recording Return to:
Department of Veterans' Affairs
155 NE Revere
Bend, OR 97701

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .. - - -
this 21st day of November A.D. 19 84 at 11:18 clock AM., and
duly recorded in Vol. M84, of Mortgages on Page 19694

EVELYN BIEHN, County Clerk

By Bernetha D. Smith

Fee \$8.00
Index 1.00