43440

SECOND

day of November, 1984, between

THIS TRUST DEED, made this as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation ntor, ADFEN LITTLE & ESUROW, INC., AN OLEGON COLPOTALION.

D. P. ROTHERHAM and MABEL C. ROTHERHAM, husband and wife, and

J. R. POOL, a single man

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____Klamath_____County, Oregon, described as:

Lots 13, 14, and 15, Block 5, SHIPPINGTON ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. STATE OF CREE KOZL OÈEP

Sum of EIGHT THOUSAND FIVE HUNDRED TWENTY FOUR AND 76/100-

sum of EIGHI THOUDAND FIVE HUNDKED INCREMENTAL FOR AND 101 MOUNT of the terms of a promissory mote of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if the date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof, if the final payment of principal and interest hereof.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, 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 of the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note of the maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note of the date of maturity of the debt secured by this instrument, it is any obtained the written consent or approval of the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

December 1.

December 2.

December 3.

December 3.

December 4.

Decem

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons thereof; (d) reconveyance may be described as the "person or persons of the grantee in any reconveyance may be described as the "person or persons of the grantee in any reconveyance may be described as the "person or persons of the grantee in any reconveyance may be described as the "person or persons of the grantee in the person of the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default person, by agent or by a receiver to be appropered by a receiver of the indebture part thereof, in its own name such or otherwise collect the restriction of the person of the adequacy of any security for the indebture part thereof, in its own name such or otherwise collect the reast, early one and training and apply the same past due and unpaid, and apply the tense of the person of the pers

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 declare all sums secured hereby immediately due and payable, trust deed yeven the beneficiary at his election may proceed to foreclose this trust deed by event the beneficiary at his election may proceed to foreclose this trust deed by devertisement and sale. In the latter event the beneficiary or than his election advertisement and sale. In the latter event the beneficiary or hand his election to sell the said described real property to sell the said described real property to the sell described in the sell described shall lix the time and place of sale, give notice the real provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale than the sell of the trustee's sale, the grantor or other persons on privite, respectively, the secured thereby obtained to the described of the trust defeat and the obtained of the control of the secured thereby obligation and trust est and attorney's of the principal secured the sell of the trust defeat of the trust of the trust deced and the end of the described by law) other than such portion of the remover of the trust defeat and the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

the default, in which event 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 the postponed as provided by law. The trustee may sell said or parcels at parcel or in separate parcels and shall sell the process of the purchaser its deed in form as required by law conveying suction to the highest bidder for cash, payable at the time of sale. Trustee in one property so sold, but without any covenant or warranty, onclusive process of the property so sold, but without any covenant or warranty, onclusive proof the truthfulness thereof. Any person, excluding the trustee, but including pited. Truthfulness thereof, any person, excluding the trustee, but including the frantor and heneficiary, may purchase at the sale.

15. When trustee sell pursuant to the powers provided herein, frustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in shall apply the proceeds of sale to payment of (2) to the trustee and a reasonable charge by trustee's continuous process. The sale is the sale is the sale of the trustee and a reasonable charge by trustee's the sale in the sale in the sale provided liens subsequent to the interest of the trustee in the trustee and a trust deed, (3) to all persons to the process of the payment of the property and (4) the having recorded liens subsequent to the interest of the trustee and a trust in the trustee and a process of the process of the process of the process of the payment of the property and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to interest the successor of successors to any trustee named herein or to any functions a successor of successors to any trustee named herein or to any trustee appoint and without the successor trustee, 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 any substitution shall be made by written herein particles of the conferred upon any substitution shall be made by beneficiary, containing reference of the County and its place of record, which, when recorded in the throughest is situated, and its place of record of the country or counties in which the property is situated, and its provided by law. Trustee accepts this trust when this deed, duly Trustee is not 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 obligated to notify any party hereto of pending sale under any other deed 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 of the United States, a little insurance company authorized to insure title to real arrangement of the Oregon State Bar, a bank, trust company at title insurance company authorized to insure title to real arrangement of the Oregon State Bar, a bank, trust company at title insurance company authorized to insure title to real arrangement of the Oregon State Bar, a bank, trust company at title insurance company authorized to insure title to real arrangement of the Oregon State Bar, a bank, trust company at title insurance company and title insurance company and title insurance company at title insurance company at title insurance company and title insurance company at title insurance company

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

except, existing Contract of Sale dated March 23, 1977, recorded on March 28, 1977, in Book: M-77 at Page 5177, with Lincoln C. Leitzke and Sylvia Ada Leitzke, as Vendors, and Rotherham; Robinson and Pool, as Vendees 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 it grantor is a natural person) are for business or commercial purposes other than agricultural

purposes.	the state of the s
This deed applies to, inures to the benefit of and	binds all parties hereto, their heirs, legatees, devisees, administrators, execu- term beneticiary shall mean the holder and owner, including pledgee, of the ciary herein. In construing this deed and whenever the context so requires, the id the singular number includes the plural.
IN WITNESS WHEREOF, said grantor ha	as hereunto set his hand the day and year first above written.
<u>하스</u> 1	$\rho_{\mathcal{U}}$ $\rho_{\mathcal{U}} \in \mathcal{O}$
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty	y (a) or (b) is Wesley I Jule
was applicable, if warranty (a) is applicable and the beneficially	is a creditor Wesley E. Ivie
as such word is defined in the Truth-in-Lending Act and Regulation by male	oking required Alacher O. Luce
disclosures; for this purpose, if this instrument is to be a FIRST li	ien to finance Barbara J. IVIE
at a markets of a dwalling use Stevens-Ness Form No. 1305 (or equivalent;
is this instrument is NOT to be a first lien, or is not to tinance	the purchase
of a dwelling use Stevens-Ness Farm No. 1306, or equivalent.	it compliance
with the Act is not required, disregard this notice.	egene fransk fransk fransk formale en en formale en fan de fransk fransk fransk fransk fransk fransk fransk fr Men skalen en en fan de fransk fr
(If the signer of the above is a corporation,	
use the form of acknowledgment opposite.)	
STATE OF OREGON,	STATE OF OREGON, County of) ss.
Viamoth)ss.	
County of Klamath	
November 21 , 19 84	Personally appearedand
Personally appeared the above named	who, each being first
Wesley E. Ivie and	duly sworn, did say that the former is the
Wesley M. Tyre bushend	president and that the latter is the
Barbara J. Ivie, husband	secretary of
and wife	secretary of
	the state of the s
general and the state of the st	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
11 De dere en esta de la landa	sepled in hehalf of said corporation by authority of its board of directors;
Rared acknowledged the foregoing instru-	and each of them acknowledged said instrument to be its voluntary act
ment to be their voluntary act and deed.	and deed.
Store me:	Before me:
retirective to the second	
SEAL) W. Turlenet. Adding to	National Bubbles for Oreston
Notary Public for Oregon	Notary Public for Oregon (OFFICIAL SEAL)
C My commission expires: 3-2780	My commission expires:
My commission expires: 3-22-85	
1 (2)	
	TEST FOR FULL RECONVEYANCE
REQUI	EST FOR FULL RECONVEYANCE
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600 Main Street

Klamath Falls, Oregon