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TRUST DEI ANNE EVON	D, made this
MOHNITAT	N PETMY
W. VAN S	N. TITLE CO
	TRUST DEL

Vol. MS Page

10th. day of JANUARY 19 85 between MABLE I. VAN SICKLE, husband and wife,

as Reneficiary,

WITNESSETH.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

PARCEL ONE

Lot 9 in Block 24 of FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL TWO

Lot 3 and the N_2 of Lot 4, Block 13, FAIRVIEW ADDITION IN THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter apperturing, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

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

sum of SIXTEEN THOUSAND AND NO/100----

of even date herewith, payable to beneficiery or order and made by granter, the final payment of principal and interest hereof; if

not sooner paid, to be due and payable

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 then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or the chove described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

It protect, preserve and maintain said property in good condition and repairs not to tempore or demolish any building or improvement thereon;

It is complete the entering any season of any building or improvement thereon;

It is complete at testing promptly and in good and workmanlike constructed, damaged or entering the army building or improvement which may be constituted, damaged or certified therefor.

It completes the story property of the beneficiary or requests, to certified and restriction affecting said property: if the beneficiary we request, to can and restriction safeting said property: if the beneficiary we request, to can be beneficiary may require and to pay by fulfilling seems in the by tiling officer or satisfies, so well as the sost of all ling seems in the by tiling difference searching magenties as may be deemed desirable by the beneficiary may be deemed desirable by the beneficiary.

cal Code as the histonical statements normant to the Uniter Question of cal Code as the histonical statements normant to the Uniter Question of cal Code as the histonical statements normant to the Uniter Question of the proper public cities of cases; or well as the cost of all lien scarches made by thing officers or searching agencies as may be deemed desirable by the breaking.

The provide and continuously maintain insurance on the buildings and control the cases of the history and the control of the control o

(a) consent to the making of any map or plat of said property; (b) join in granting any easurement of creating any restriction thereon; (c) join in any spatial any easurement of creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the light of charge thereof; (d) reconveyance may be described as the "person or persons and the reconveyance may be described as the "person or persons of the truthible thereof. Truste's lees for any of the conclusive proof of the truthibless thereof. Truste's lees for any of the property of the truthible of the property of any security for the indebtedness hereby secured, enter upon and take possession of said property of any security for any part thereof, in its own name sue or other size collect the rents. less costs and expenses of operation and collection, including reasonable attoriciary may determine.

ney's less upon any indebtedness secured hereby, and in such order as heneliciary may determine.

I. The entering upon and taking possession of said property, the
collection of such rents, issues and profits or the proceeds of fire and other
insurance policies or compensation or awards for any taking or damage of the
property, and the application or release thereof as aloresaid, shall not cure or
waive any default or notice of default hereunder or invalidate any act done
pursuant to such notice.

I. Upon default by grantor in payment of any indebtedness secured
pursuant to such notice of any agreement hereunder, the beneficiary may
declure all sums secured hereby immediately due and payable. In such an
event the beneficiary at his election may proceed to foreclose this trust deed
and expertise and saile. In the latter event the beneficiary or the trustee shall
advertisement and sale. In the latter event the beneficiary or the trustee shall
execute and cause to be recorded his written notice of death and his election
for sell the and described real property to satisfy the obligation secured
hereby whereipon the trustee shall its the time and place of sale, give notice
thereof as the result of the secured hereby whereipon the trustee shall its the time and place of sale, give notice
the manner provided in ORS 86.735 to 86.795.

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced to toreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the detail to redisalts. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cured hay be cured by paying the not then be due had no default occurred any other default that is capable of being cured my be cured by tendering the performance required under the obligation or trust deed. In any case, impediation to curing the default of obligation or leaving the cure had pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed to get the sum of the cure had pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed by law.

together with trustive's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of the time to which said sale may be postponed as provided by law. The trustee may, sell said property either no ne parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser its deed not form as required by law conveying the property so sold, but without any cornant or warranty, express or implied. The recitals in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuent to the covers provided betain, trustee.

the grantor and beneliciary, may purchase at the sale.

3. When trustee sells pursuant to the powers provided heroin, trustee shall split the expenses of sale, in shall split the compress of sale, in cluding the compression of the trustee and a reasonable charge by trustee at the obligation secured by the trust deed, (3) to the obligation secured by the trust deed, (3) to tall persons having recorded liene subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, it may, to the grantor or to his successor in interest entitled to surplus.

surplus, it sny, to the granter or to his successor in interest entitled to such surplus.

i6. Beneficiary may from time to time appoint a successor or successor for truster appointed herein or to any successor truster appointed herein for the successor surplus and successor truster. If the successor funder, Upon such appointment, and without conveyance to the successor truster, the latter shall be vested with all tille, powers and duties conferred upon any trustee here marmed or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 Bor, a bank, trust company or varyings and form association authorized to do business under the laws of Oregon or the United States, in title Insurance company authorized to Insura title to real property of this state, its subsidiaries, officiates, agents or bisinches, the United States or any agency thereof, or an escribed under ORS 696,505 to 696,585.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawlully seized in fee simple of said described real property and has a valid, unencumbered title thereto except conditions, restrictions, reservations and easements of record

and that he will warrant and forever defend the same against all persons whomsoever.

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	d binds all parties hereto, their heirs, legatees, devisees, administrators, execu- te term beneficiary shall mean the holder and owner, including pledgee, of the diciary herein. In construing this deed and whenever the context so requires, the
contract secured hereby, whether or not named as a pene masculine gender includes the feminine and the neuter	
IN WITNESS WHEREOF, said grantor	has hereunto set his hand the day and year tirst above written.
	(a) load do odo
* IMPORTANT MOTICE: Delete, by lining out, whichever warre not applicable; if warranty (a) is applicable and the benefic	dry is a creditor Sheri Anne Evon
as such word is defined in the Truth-in-Lending ACI and Regulation by	egulation Z, the making required
disclosures: for this purpose, if this instrument is to be a FIRS the purchase oil a dwelling, use Stevens-Ness Form No. 130	I sted its finance
ill this instrument is NOT to be a first lies, or is not to find	nce the purchase
of a dwelling use Stevens-Ness Form No. 11306, or equivalent with the Act is not required, disregard this notice.	it. If compliance
fit the classe of the above is a connection.	
use the form of culurewiedgment apposite.	
STATE OF OREGON	STATE OF OREGON, County of) 55.
Common Klaracks	, 19
Tamper S. So . 18 82 .	Personally appeared and who, each being first
Presonally suppeared the spove named	duly sworn, did say that the former is the
SHIRL AINE EXA	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
and acknowledged the foregoing instru-	
ment to be willERS voluntary act and deed.	and deed.
Seture the:	Before me:
SEAL) KOUL NATOR	Nessery Public for Gradon (OFFICIAL
Notary Public for Oregon	SEAL)
My commission expires: 10/5/88	My commission expires:
said trust deed or pursuant to statute, to cancel all et	by are directed, on payment to you of any sums owing to you under the terms of vidences of indebtedness secured by said trust deed (which are delivered to you, without warranty, to the parties designated by the terms of said trust deed the
estato now held bytyou under the same. Mail reconveys	ance and documents to
en e	in the participation of the property of the participation of the partici
DATED:	The state of the s
	Beneficiary
Do not lisse or destroy this Trint Dood OF THE NOTE which it	secures. Both must be delivered to the trustee for concellation before reconveyance will be made.
The state of the s	
TRUST DEED	STATE OF OREGON,
TRUST DEED	County of
TRUST DEED (FORM No. 881) ATERICAN NAME CAMP POR CO. PORTLAND. 1984.	788.
TRUST DEED (FORM No. 881) ATECONS NAME AND POST CO. PORTLOND. 1994.	County of
STEVENS NESS CAM PUB CO. PORTLAND. DAK.	County of
TRUST DEED (FORM No. 881) ATERICAN NEW CAMPUS CO. FORTLOWN OFF. SHERI ANNE EVON Grantor	County of
CHERL ANNE EVON	County of I certify that the within instrument was received for record on the
CHERL ANNE EVON	County of
SHERI ANNE EVON Grantor THERON W. & MARLE I. VAN SICOLE	County of
SHERI A'NE EVON Grantor THERON W. & MABLE I. VAN SICILE Bensliciary	County of
SHERI ANNE EVON Grantor THERON W. & MABLE I. VAN SICTLE Benniciary AFTER RECORDING RETURN TO	County of
SHERI ANNE EVON Grantor THERON W. & MABLE I. VAN SICTLE Benediciary AFTER RECORDING RETURN TO	County of
CHERL ANNE EVON CHERL ANNE EVON CHERCH W. & MARLE I. VAN SICKLE Bendiciary AFTER RECORDING RETURN TO Theron W. Van Sickle	County of I certify that the within instrument was received for record on the
THERON W. & MARIE I. VAN SICKLE Bendiciary AFTER RECORDING RETURN TO Theron W. Van Sickle Mable I. Van Oregon Mtg Ind	County of I certify that the within instrument was received for record on the
CHERL ANNE EVON CHERCH W. & MARLE I. VAN SICTLE Bendiciary AFTER RECORDING RETURN TO Theron W. Van Sickle	County of I certify that the within instrumen was received for record on the

\$16,000.00

For value received, we, the undersigned, jointly and severally promise to pay in lawful money of the United States of America to the order of Theron W. Van Sickle and Mable I. Van Sickle, husband and wife or the survivor, at Roseburg, Oregon, the sum of sixteen thousand and no/100 dollars with interest thereon at the rate of fifteen and one-half percent per annum until paid; the said interest shall be paid in monthly installments of two hundred six and 67/100 dollars each; the first of such installments shall be paid on or before February 10, 1985, and thereafter on the tenth day of each and every month to and including January 10, 1986, at which time the entire principal balance together with accrued interest thereon and other charges described herein shall be due and payable in full. I/WE UNDERSTAND THAT THIS NOTE IS DUE AND PAYABLE IN FULL January 10, 1986. Provided, however, that if any interest in the real property securing this note is sold, transferred or conveyed, the full balance shall be payable in full. In the event that any payment, including the payment of the entire balance when due is made more than fifteen days after it is due, there shall be a late charge in the amount of five percent of the amount due. Any charge described herein shall be added to the amount due when the entire principal balance is to be paid in full and is not to be considered as principal upon which interest is to be computed. Any payment made prior to the scheduled due date, or any payment made in excess of the scheduled amount due, shall be credited toward the next scheduled installment. Interest shall be calculated on a 365-day calendar year basis. It is expressly agreed that the principal sum plus accrued interest and other charges provided herein shall become due at the option of the holder on the happening of any default hereunder or event by which, under the terms of the trust deed securing this note, the principal sum may or shall become due and payable; also that all of the covenants, conditions and agreements contained in the said trust deed are hereby made a part of this instrument. This loan is made for the business purposes of the undersigned. In the event of litigation or other action to enforce this note, the prevailing party, both in trial and upon appeal, shall be entitled to reasonable attorney fees.

Dated January 10, 1985.

Thoredonnedon Sheri Anne Evon

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 10thdo of January A.D. 19 85

ot 3:42 of clock 2 M, and duly recorded in Vol. M85 of Mortgages

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EVELYN BIEHN, County Clerk:

By Deputy

MDEXTO /

Fee 13.00 Deputy

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 21st day of January A.D., 19 85 at 11:46 o'clock A M, and duly recorded in Vol M85, of Mortgages on page 1191

EVELYN BIEHN, COUNTY CLERK

by: Pam Amita, D

Fee: \$ 13.00