17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by low. Trustee is not obligated to notify any party hereto of perioding sole 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 attarney, 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 insure 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 CRS 656.505 to 656.555.

<text><text><text><text><text><text><text> 10 dether with trustee's and attorney's less not exceeding the annunts provided 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 in one postponed as provided years. The trustee may sell said the time and be postponed as provided years. The trustee may sell said the sale may in one parcel or in senarable trustees may sell said the property with shall deliver to the purchase; and shall sell the parce provided the property so sold, but without any covenant or warranty, entress and plied. The recitals in the deed of norm as required by law convexing the granteer and the purchase; and years the time of the trustee the property so sold, but without any covenant or warranty, entress may of the truthluiness thereoit. Any person, excluding the trustee, but including the granteer and being participation of (1) the sale but including stormers with trustee salts pursuant to the powers provided here by the salt eluding the compensation of sale trustees and a trassmalle where by the trustee's having recorded liens sublistion secured by the trust deed. I have by trustie's having recorded liens sublistion secured by the trust deed. I have by trustie's having the interest may uppear in the order of their provider half of the surplus, it any, to the granner of to his successor in interest entitled to such 16. Beneliciary may from time to the appoint a surface of sale surplus.

Surplus, a any, to the granter or to his successor in interest entitled to such surplus. Id. Beneliciary may from time to time appoint a successor or success under. Upon such appointment, and with successor trustee appointed here-trustee, the latter shall be verted with all conversance to the successor upon any trustee herein named or appointed hereautor. Such such appointed the work of upon any trustee herein named or appointed hereautor. Such such appointer which when recorded in the meteoge inclusion to successor which the property is situated, shall be conclusive points of georges appointent of the successor.

ultural, integreting or the internet of the internet of the sold property: (b) join in some other agreement allevel of the internet, it is in any subordination or other agreement allevel in the period of the internet of the internet of the internet of the period of the internet of the internet of the internet of the internet of the period of the internet of the internet of the period of the internet of the internet of the period of the period of the period of the internet of the period of the internet of the period of the internet of the period of the period of the internet of the period of the

note of even date nerewith, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest nered, is and 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, afreed 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 Pherein, shall become immediately due and payable. The obove described real property is not currently used for agricultural, timber or grazing purposes.

now or herealter appertaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ---Three Hundred Forty Thousand and no/100----

es alle in the start of together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-

South, Range 11 1/2 East of the Willamette Meridian. Rollice (d) T (n) glower a soldalaith
(d) to glower a soldalaith</li 0400 Bailing an ann ag saoiste assart er san 1995 i ar ar desergenn a 2001 af an stelen ann a 2001 af an service of

The S 1/2 NW 1/4 and N 1/4 SW 1/4 Section 35, Township 38

as Beneficiary, WITNESSETH: irrevocably grants; bargains, sells and conveys to trustee in trust, with power of sale, the property Grantor irr

Rogue Land Title Company Nickel Capital Enterprises Company

between

....., as Trustee, and

FORM Nor tan Oregon Trust Deed Series-TRUST DEED.

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as Grantor

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TRUST DEED VOI. MS Page 6569 THIS TRUST DEED, madetthis V15th trem day of March 19 84 Laddie R, Tofell and Lynn M. Tofell (husband and wife)

The Arentor covenants and agrees to and with the beneficiary and those claiming under him, that he slaw-fully seized in-fee simple of said described real property and has a valid, unencumbered title thereto except8the mortgage with the Department of Veterans Affairs, Salem, Oregon. and that he will warrant and forever defend the same against all persons whomsoever. Saginal Enterprises Company e grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: primarily for grantor's personal, lamily, household or agricultural purposes (see Important Notice below), Tor merogeniantion, or (even if granter is a natural person) neo-tor-business or commercial purposes sider than a The granior (6) Fur Doses. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-fors, 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 leminine 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 disclosures; for this purpose, if this instrument is to be a FIRST lien to finance. If this instrument is NOT to be a first lien, or is not to finance she purchase 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, that want is the board at 13123 Personally appeared the above named) ss. Laddie R. and Lynn M. Tofell Personally appeared . and duly sworn, did say that the former is the who, euch being first president and that the latter is the secretary of via the prover a corporation, and that the seal alfixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and deed. Dataset and acknowledged the loregoing instruvoluntary act and deed. Belore me: (OFFICIAL SEAL) Madaline De Notary Public for Oregon Notury Public for Oregon MADALINE DEPOT xpires: NOTARY PUBLIC - OREGON My commission expires: (OFFICIAL SEAL REQUEST FOR FULL RECONVEYANCE August 24. 199 My Co To be used only when obligations have been paid. · 256. . Still Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said I ne undersigned is the legal owner and noncer of an indepretences secured by the foregoing trust deed. All sums secured by saw 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 russ area have been hung paid and satisfied, to denergy are uncored, on payment to you or any sums owing to you under the terms of said trust deed or pursuant to statute; to cancel all evidences of indebtudness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indeotedness 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 DATED: . 19 De net lese of destroy this Trust Dood DR. (HE NOTE which is secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED (FORM No. 851) STEVENS NESS LAW PUB. CO. PORTL STATE OF OREGON, Sec. County of Klamath Laddie R. and Lynn M. SS. I certify that the within instrument was received for record on the 3rd day Tofel1 May at 2:58 o'clock P. M., and recorded Grantor SPACE RESERVED in book/reel/volume No. <u>M85</u> on page 6569 or as fee/file/instru-ment/microfilm/reception No. 48403 FOR Nickel Capital Enterprises RECORDER'S USE Record of Mortgages of said County. Beneticiary AFTER RECORDING RETURN TO Witness my hand and seal of 2528 Wash Burn Way County affixed. Planoth Falls One 1. Evelyn Biehn, County Clerk Suspe-195-2-TITLE By An Deputy Fee: \$9.00