

4038.1

49636

MTB-14799-1
SHORT FORM TRUST DEED

Vol. M85 Page 8603

Parties: DOUGLAS C. BURUM & CAROLYN L. BURUM, Husband & Wife,
Dodds Hollow Road
Merrill OR 97633

Mountain Title Company
407 Main
Klamath Falls OR 97601

Grantor(s)
 (herein "Borrower")

Trustee

Beneficiary
 (herein "Lender")

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

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 \$ 63,000.00 (Sixty-Three Thousand 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 June 1, 2015 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~~ 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 7th day of June, 1985

P68478

LOAN NUMBER

Douglas C. Burum
 BORROWER(S)

Carolyn L. Burum
 Carolyn L. Burum

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a notary public, personally appeared the within named Douglas C. Burum and Carolyn L. Burum

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.

Notary Public for Oregon
 My Commission Expires:

RECORDING DATA

C. Davis
 NOTARY
9-6-88
 County Records,
19

I certify that the within was received and duly recorded by me in
 File/Record Book Page on the day of 19

RETURN AFTER RECORDING TO:

Department of Veterans' Affairs
 155 NE Revere

Bend OR 97701

ES/1b

Exhibit "A"

A parcel of land situated in the SE $\frac{1}{2}$ of Section 32, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon and being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Northwest corner of said SE $\frac{1}{2}$; thence South 89°25'58" East along the North line of said SE $\frac{1}{2}$, 609.04 feet to a 5/8" iron pin; thence leaving said North line and running South, 1334.45 feet to a 5/8" iron pin on the South line of the NW $\frac{1}{2}$ SE $\frac{1}{2}$ of said Section 32; thence North 89°46'23" West, on said South line 401.66 feet to a 5/8" iron pin; thence, leaving said South line, South, 208.71 feet to a 5/8" iron pin; thence West, 208.92 feet to a 5/8" iron pin on the West line of said SE $\frac{1}{2}$; thence North 00°03'30" East, along said West line, 1547.62 feet to the point of beginning.

EXCEPTING THEREFROM a strip of land situated in the NW $\frac{1}{2}$ SE $\frac{1}{2}$ of Section 32, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the CE 1/16 corner of said Section 32; thence N 89°25'58" W 1327.54 feet to the C $\frac{1}{2}$ corner of said Section 32; thence S00°03'30" W along the west line of said NW $\frac{1}{2}$ SE $\frac{1}{2}$, 38.30 feet to a point in an existing east-west fence line; thence generally along said existing east-west fence line and it's extension the following courses and distances N 89°36'51" E 515.24 feet; N 89°47'36" E 335.48 feet and N 89°40'48" E 476.76 feet to a point on the east line of said NW $\frac{1}{2}$ SE $\frac{1}{2}$; thence N 00°09'01" E 17.81 feet to the point of beginning, with bearings based on survey no. 2522, as recorded in the office of the Klamath County Surveyor.

TOGETHER with a 16 foot right of way over the following described center line. Beginning at the NE corner of the NW $\frac{1}{2}$ SE $\frac{1}{2}$, Section 32, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence South 43 feet; thence West and parallel to the North line of the SE $\frac{1}{2}$, 718.50 feet to termination of the easement.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 10th day of June A.D. 19 85 at 12:23 o'clock PM., and
 duly recorded in Vol. 885, of Mortgages on Page 3603

EVELYN BIEHN, County Clerk

By Edm Smith

Fee: \$9.00