

51366

MTC#14545-P  
SHORT FORM TRUST DEED

Vol. M85 Page 11672

Parties: JOHN L. MOORE & PATRICIA D. MOORE, Husband & Wife,  
Lot 700 Map 2408-2530  
Crescent OR 97733Grantor(s)  
(herein "Borrower")Mountain Title Company, INC.  
407 Main Street  
Klamath Falls OR 97601

Trustee

State of Oregon, by and through the  
Director of Veterans' AffairsBeneficiary  
(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

\$ 33,138.00 (Thirty-Three Thousand One Hundred Thirty-Eight 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 July 1, 2013  
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 <sup>is not</sup> ~~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 18th day of July, 1985

P68715

LOAN NUMBER

X John L. Moore  
BORROWER(S) X Patricia D. Moore

## ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

ss.

Before me, a notary public, personally appeared the within named John L. Moore and Patricia D. Moore 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: 9-26-87

## RECORDING DATA

I certify that the within was received and duly recorded by me in  
File/Record Book Page on the day of County Records,  
By Deputy.

RETURN AFTER RECORDING TO:

Department of Veterans' Affairs

155 NE Revere

Bend OR 97701

PC/1b

TRUST DEED  
SHORT FORM 536-M (7-83)

SHORT FORM TRUST DEED

21366

JOHN L. MOORE & PATRICIA D. MOORE, Husband & Wife, 11673

(Grantor)  
(Grantee)

Exhibit "A"

Beginning at the Southwest corner of the Southwest quarter of the Northwest quarter of the southwest quarter of Section 25, Township 24 South Range 8 East of the Willamette Meridian; thence North along the West line of said Section 25 a distance of 396.0 feet to the TRUE POINT OF BEGINNING; thence continuing North along said Section line 264.0 feet; thence East parallel with the South line of the said Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, a distance of 330 feet more or less to the East line of the West half of the Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25; thence South along the said East line of the West half of the Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, a distance of 264.0 feet; thence West parallel with the South line of said Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, 330.0 feet more or less to the TRUE POINT OF BEGINNING in Klamath County, Oregon. Except the East 15.0 feet for road purposes.

EXCEPTING THEREFROM the following:

Beginning at the Southwest corner of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 25, Township 24 South Range 8 East of the Willamette Meridian; thence North along the West line of said Section 25 a distance of 527.23 feet to the TRUE POINT OF BEGINNING, thence continuing North along said section line 131.21 feet; thence East parallel with the South line of the said Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, a distance of 334.57 feet more or less to the East line of the West half of the Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25; thence South along the said East line of the West half of the Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, a distance of 131.22 feet; thence West parallel with the South line of said Southwest  $\frac{1}{2}$  of the Northwest  $\frac{1}{2}$  of the Southwest  $\frac{1}{2}$  of said Section 25, 334.52 feet more or less to the TRUE POINT OF BEGINNING in Klamath County, Oregon. Except the East 15.0 feet for road purposes.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 24th day of July A.D., 19 85 at 11:27 o'clock A M., and duly recorded in Vol. M85 of Mortgages on Page 11672.

FEE \$9.00

Evelyn Biehn  
By

County Clerk

*Ryan Smith*

RECORDING DATA

County Records, \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Page \_\_\_\_\_ Book \_\_\_\_\_  
Deposited \_\_\_\_\_