

**TRUST DEED**

Vol. 1185 Page 18247  
19 85., bet

1985, between

**55262**

8th.....day of

55264  
THIS TRUST DEED, made this \_\_\_\_\_  
\_\_\_\_\_ OMAN and DONNA M. OMAN

THIS IS A  
DONALD J. OMAN and DONALD J. OMAN  
AND ESCROW COMPANIES

as Grantor, **KEY TITLE AND ESCROW COMPANIES**  
**ENTERPRISES**

as Grantor, KEY  
as Beneficiary, R. L. RIEMENSCHNEIDER ENTERPRISES  
WITNES  
to bargain, sells and con  
describ

WITNESSETH:

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

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust,  
Klamath County, Oregon, described as:  
Lot 6 in Block 11 of Tract No. 1006--SECOND ADDITION TO CYPRESS VILLA, according to the  
official plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

This is a second trust deed subject to a first trust deed in favor of First Federal Savings and Loan Association recorded April 5, 1977 in Volume M77 Page 5641 Microfilm Records of Klamath County, Oregon.

This is a second recording of the original instrument recorded in the  
Savings and Loan Association Records of Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise  
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures 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

THOUSAND FIVE HUNDRED AND NO/100----- Dollars, with interest thereon according to the terms of a promissor,  
do by grantor, the final payment of principal and interest hereof,

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[illegible]

FOR THE PURCHASE OF SIXTEEN THOUSAND FIVE HUNDRED (\$16,500.00) DOLLARS, payable to beneficiary or order and made by grantor, the sum of \_\_\_\_\_, 19 \_\_\_\_.

note of even date herewith, payable to beneficiary or order and made by grantor, the sum of \_\_\_\_\_, 19 \_\_\_\_.

not sooner paid, to be due and payable \_\_\_\_\_ October 8,

date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment is sold, agreed to be

To the extent the within described property, or any part thereof, or any interest therein is sold, agreed to be

to the grantor without first having obtained the written consent or approval of the beneficiary,

this instrument, irrespective of the maturity dates expressed therein, or

purpose.

said property; (b) joint

ing in an

The date of maturity of the debt secured by this instrument shall be the date when the principal sum of the debt becomes due and payable. In the event the grantor without first having obtained the written consent of the lender, conveys, assigns or alienates any of the obligations secured by this instrument, irrespective of the date of maturity of the debt secured by this instrument, the debt shall nevertheless remain due and payable.

The above described real property is not currently used

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

11. The entering upon and taking possession of the proceeds of fire and collection of such rents, issues and profits or the proceeds of any taking or damage of insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done by the grantor in payment of any indebtedness secured by a mortgage or deed of trust hereunder, nor shall it constitute a waiver of any such default or notice of default hereunder, in such an event as may be determined by a court of competent jurisdiction.

12. Upon notice by grantor in payment of the benefit of the trust, the trustee shall immediately foreclose this trust deed by hereby or in his performance of his section may proceed to foreclose this trust deed by declare all sums secured hereby as due and payable. The trustee shall declare all sums secured hereby as due and payable to the trustee and shall event the beneficiary at his direct the trustee to foreclose this trust deed in equity as a mortgage. In the latter event notice of default and his section advertisement and sale. In the latter event notice of default and his section execute and cause to be recorded his written notice of default and his section to sell the said described real property to satisfy the obligation secured to him whereupon the trustee shall fix the time and place of sale. Give notice thereof as required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 and ORS 86.739.

[illegible][illegible][illegible][illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of full reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness, trustee may

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 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 ORS 696.505 to 696.585.

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 for Trust Deed obligation in favor of First Federal Savings and Loan Association. 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 if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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 feminine 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 beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance 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,

County of Deschutes } ss.  
12/10, 1985

Personally appeared the above named

Donald J. Oman

NOTARY PUBLIC

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, each being first

duly sworn, did say that the former is the

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 sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

NO. 201

# GENERAL ACKNOWLEDGMENT

State of California } ss.  
County of Orange

On this the 30th day of October 1985, before me,

the undersigned Notary Public; personally appeared

Donna M. Oman

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it. WITNESS my hand and official seal.



Notary's Signature

Nora West

# TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Donald J. Oman

Grantor

R. L. Riemenschneider

Enterprises

P. O. Box 670

Redmond, Ore 97756

Beneficiary

AFTER RECORDING RETURN TO

R. L. Riemenschneider Ent.

P. O. Box 670

Redmond, Oregon 97756

18021 DEED  
Fee: \$9.00

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 12th day of November, 1985, at 9:18 o'clock A.M., and recorded in book/reel/volume No. M85 on page 18247 or as fee/file/instrument/microfilm/reception No. 55262, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

By \_\_\_\_\_ Deputy