

DEED OF TRUST AND ASSIGNMENT
ATC - 29338

ATC
DEED OF TRUST A
DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION
March 18, 1986
BENEFICIARY

TRANSAMERICA FINANCIAL SERVICES
707 Main St., P.O.
Klamath Falls, Oregon 97603

AMERICA FINANCIAL SER
ADDRESS: 707 Main St., P.O. Box 1269
CITY: Klamath Falls, OR 97601
NAME OF TRUSTEE: A

NAME OF TRUSTEE: Aspen Title

DATE FUNDS DISBURSED AND INTEREST BEGINS
IF OTHER THAN DATE OF THE TRANSACTION
March 24, 1986
GRANTOR(S):

Page 4852

ACCOUNT NUMBER
3654-402473

GRANTOR/EL

(1) Ronald Lynn

(2) Kathleen Marie Lynn
ADDRESS: 616 N. ...

ADDRESS: 616 Upham, Klamath Falls
CITY: Klamath Falls, OR 97601
RES FUTURE

THIS DEED OF TRUST SECURES FUTURE ADVANCES

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 6972.31 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath

See Attached EXHIBIT "A"

CITY: Upham, Klamath Falls
Klamath Falls, OR 97601

Age: _____

See Attached EXHIBIT "A"

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and sound-producing equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which is referred to hereinafter as the "premises".

The above described real property is not currently used for agricultural, timber or grazing purposes.

GRANTOR also assigns TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

(1) The premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to distress and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

OR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum of the note(s) made by Grantor(s) to the payment of taxes on the obligation secured by the instrument(s) made by Grantor(s); (3) Payment of any monies advanced by Grantor(s) to the payment of taxes on the obligation secured by the instrument(s) made by Grantor(s); (4) The payment of any monies advanced by Grantor(s) to the payment of taxes on the obligation secured by the instrument(s) made by Grantor(s).

[illegible][illegible]

15-361 (REV. 9-84)

ORIGINAL

V623

- (4) Grantor(s) agrees to surrender possession of the hereinbefore described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).
- (5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
- (6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.
- (7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.
- (8) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.
- (10) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.
- (11) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (12) Trustee accepts this Trust when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.
- (13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date March 18, 1986

Signed, sealed and delivered in the presence of:

Witness

Witness

Grantor-Borrower

Grantor-Borrower

FROM TFS-3654

03/21/86 14:36 P. 1

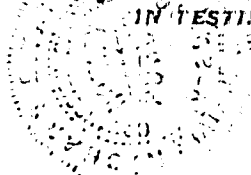
STATE OF WASHINGTON

County of King

BE IT REMEMBERED, That on this 18th day of March, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ronald Lynn and Kathleen Marie Lynn

known to me to be the husband and wife described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Richard E. Taylor
Notary Public for Washington.
My Commission expires 6/29/86

GENERAL ACKNOWLEDGMENT
Form No. 9-16

TOTAL P. 1

(Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.)

TRUST DEED

STATE OF OREGON

County of

I certify that the within instrument was received for record on the 19 day of March, 1986 at 10 o'clock M., and recorded in book 1986 on page 1986 Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Title
Deputy

Beginning at an iron pin on the Southerly line of Upham Street at the Northeast corner of Lot 1, Block 5, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence along said line of Lot 1 and the Westerly line of the alley 83.5 feet to an iron pin at the most Southerly corner of said Lot 1; thence at right angles on line between said Lot 1 and Lot 2, 11.08 feet to an iron pin; thence at an angle to the right of 50° 53' a distance of 56.4 feet to an iron pin on the Southerly line of Upham Street; thence East along the Southerly line of Upham Street 61.5 feet to the place of beginning, being a part of said Lot 1, Block 5, First Addition to the City of Klamath Falls, Oregon, in the County of Klamath, State of Oregon.

Rel. A. T. C.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____ the 24th day
of March A. D. 19 86 at 1:05 o'clock P. M., and duly recorded in Vol. M86
of _____ Fortzaga on Page 4852.

FEE \$13.00

Evelyn Biehn, County Clerk

By *[Signature]*