

60205

K-38538  
TRUST DEED

Vol. 156 Page 1

1986....., between

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60205

THIS TRUST DEED, made  
Dell P. Aman and Patricia A. Aman, husband  
as Grantor, Klamath County Title Company, a corporation  
F. Darlene Lightner, remaining trustee of the F. Darlene Lightner Trust, wife  
April 15, 1983  
as Beneficiary,  
WITNESSETH:  
bargains, sells and conveys to trustee in trust, with power of sale, the proper  
described as:  
35 South,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys  
in Klamath County, Oregon, described as:  
of Government Lot 4 in Section 1 Township 35 South,  
EXCEPTING THEREFROM that portion

Grantor irrevocably grants, bargains, sells and conveys to the Beneficiary,  
Klamath County, Oregon, described as:  
The East 10 acres of Government Lot 4 in Section 1 Township 35 South,  
Range 8 East, Willamette Meridian, EXCEPTING THEREFROM that portion  
deeded to Klamath County for road purposes by deed recorded  
September 19, 1947, Vol. 211, page 384, Deed 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 connection with said real estate.

**FOR THE PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein contained and payment of the sum of \_\_\_\_\_ Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if any, shall be paid on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, which the final installment of said note shall be due.

[illegible]

not sooner part, The date of maturity of the property is not currently used  
The date of maturity of the property is not currently used.  
becomes due and payable.  
The above described real property is in good condition  
To protect the security of this trust deed, grantor agrees:  
1. To protect, preserve and maintain said building or improvement thereon,  
and repair; not to remove or demolish any building or improvement thereon,  
nor to permit any building or improvement thereon to be damaged, damaged or  
not to complete or restore promptly and in good and workmanlike  
2. To building or improvement which may be constructed, covenants, condi-  
manner any building or improvement which may be constructed, covenants, condi-  
destroyed thereon, and pay when due all costs incurred in connection with the  
3. To comply with all laws, ordinances, regulations, covenants, condi-  
tions and restrictions affecting said property; if the beneficiary makes any  
in executing such financing statements pursuant to the Uniform Commercial  
Code as the beneficiary may require and to pay for all liens searches made  
by filing officers or searching agencies as may be deemed desirable by the  
beneficiary.  
To provide and continuously maintain insurance on the buildings  
located on the said premises against loss or damage by fire  
and theft, and to pay the cost of such insurance, in full, from time to time require,  
in full, from time to time require, in full, from time to time require,  
by filing officers or searching agencies as may be deemed desirable by the  
beneficiary.  
To provide and continuously maintain insurance on the buildings  
located on the said premises against loss or damage by fire  
and theft, and to pay the cost of such insurance, in full, from time to time require,  
in full, from time to time require, in full, from time to time require,  
by filing officers or searching agencies as may be deemed desirable by the  
beneficiary.

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

NOTE: The Trust Deed Act provides that the business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 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

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) 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. 1305, 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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

April 14

19 86

Personally appeared the above named

Dell P. Aman and Patricia A. Aman

STATE OF OREGON, County of

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)

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

Before me:

Notary Public for Oregon

My commission expires: 8/27/87

STATE OF OREGON,

County of Klamath

ss.

On this the 14 day of April, 1986 personally appeared

Dell P. Aman

who, being duly sworn (or affirmed), did say that he is the attorney in fact for Patricia Amen, aka Patricia A. Amen

and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

Notary Public for (Signature) Oregon

My commission expires: 8/27/87

## TRUST DEED

(FORM No. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Klamath County Title Co.  
Collection Escrow #

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 14th day of April, 1986, at 2:02 o'clock P.M., and recorded in book/reel/volume No. M86 page 6291 or as document/fee/file/instrument/microfilm No. 60205. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Deputy