

63974

K-38342  
SHORT FORM TRUST DEEDVol. M82 Page 12914

Parties: RICHARD H. BOSEKE and JANICE D. BOSEKE Husband and Wife  
1966 Auburn  
Klamath Falls OR 97601  
Klamath County Title Co.  
PO Box 151  
Klamath Falls OR 97601  
State of Oregon, by and through the  
Director of Veterans' Affairs

Grantor(s)  
(herein "Borrower")

Trustee

Beneficiary  
(herein "Lender")

A. Borrower is the owner of real property described as follows:

The Westerly 50.3 feet of Lots 1 and 2, Block 41, Hot Springs Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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	M82	16543	

C. Borrower is indebted to Lender in the principal sum of

\$ 2,970.00 (Two thousand nine hundred seventy & 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 April 1, 2014 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 20, 1983 who is not the original borrower, surviving spouse, unremarried 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.

\*\* This law has been suspended until July 1, 1987. Any transfer of a property between July 3, 1985, and July 1, 1987, will not be counted as a transfer under the 1983 "Due on Sale" law. However, transfers that occurred between July 20, 1983, and July 2, 1985, may become due on sale with the next transfer after July 1, 1987.

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 22nd day of July, 1986

P65825

LOAN NUMBER

Richard H. Boseke

BORROWER(S)

Janice D. Boseke

## ACKNOWLEDGMENT

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STATE OF OREGON )

ss.

County of COOS )

Before me, a notary public, personally appeared the within named Richard H. Boseke and Janice D. Bosekeand 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:Margaret A. Dimit  
12/10/86

## RECORDING DATA

I certify that the within was received and duly recorded by me in Klamath County Records,  
File/Record Mortgages Book M86 Page 12914, on the 23rd day of July 19 86  
By [Signature] Deputy.

Evelyn Biehn, County Clerk

## RETURN AFTER RECORDING TO:

Department of Veterans' Affairs

155 NE Revere

Bend OR 97701

Fee: \$9.00