

MTC-10521 Vol. MSL Page 13138

SHORT FORM TRUST DEED

64086

Parties:

Henry C. Rivers and Beverly K. Rivers, Husband and Wife
 Jack Pine Village-Bill Road, Box 350
 Gilchrist OR 97737

Grantor(s)
 (herein "Borrower")

Bend Title Company
 PO Box 752
 Bend OR 97709

Trustee
 Beneficiary
 (herein "Lender")

State of Oregon, by and through the
 Director of Veterans' Affairs

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

Lot 17, Block 6, JACK PINE VILLAGE, according to the official plat thereof
 on file in the office of the County Clerk of 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	M-82	16543	

C. Borrower is indebted to Lender in the principal sum of \$ 29,400.00, (Twenty nine thousand four hundred and no/100) 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 August 1, 2011 DOLLARS), and further evidenced by

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 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 master form of Trust Deed recorded as indicated above, and shall make all payments due on a reconveyance of the Trust Property.

.. PROVIDED, FURTHER, the unpaid balance 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 407.10 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 is not currently used for agricultural, timber or grazing purposes.
 Before and upon signing this instrument, I declare under penalty of perjury that the above information is true and correct.
IN WITNESS WHEREOF, Borrower(s) ha(s)ve caused this Trust Deed to be executed on the 15 day of July 1985.

HENRY C. RIVERS

Henry C. Rivers

BEVERLY K. RIVERS

Beverly K. Rivers

P69751 KEC/KM
 LOAN NUMBER

538-M (7-85)

TRUST
SHORT

