

OK **66016**

TRUST DEED

September, 1986, between

THIS TRUST DEED, made this

THIS TRUST
MARY ANN SENN

as Grantor, MARY ANN SENN
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

JEANETTE L. BJERKE

as Beneficiary,

WITNESSETH:

JEANETTE L. BJERKE
as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:
IN ADDITION TO THE CITY OF KALMATH FALLS, according to
of the Clerk of Klamath County,

Grantor irrevocably grants, bargains, sells and conveys unto the heirs, assigns and assigns forever, unto the County of Klamath, Oregon, described as:

in Klamath County, Oregon, according to

Lot 9 in Block 8, FAIRVIEW SECOND ADDITION TO THE CITY OF KALMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

DEED

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED SEVENTY-ONE AND 91/100 Dollars, to be paid by the grantee thereon according to the terms of a promissory note in that behalf made by the grantee to the grantor, and interest hereof, is hereby acknowledged.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement made by or between the parties hereto, the sum of **FIVE THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 91/100** Dollars, with interest thereon according to the terms of a promissory note executed by grantor, the final payment of principal and interest hereof, it is hereby ordered and made by grantor, the final installment of said note.

sum of FIVE THOUSAND DOLLARS per terms of Note 19, 1919,
note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note
not sooner paid, to be due and payable per terms of Note, 1919, on which the final installment of said note
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
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The date of maturity of the debt secured by this instrument is _____, or any part thereof, unless the note or evidence of debt becomes due and payable. In the event the within described property, or any part thereof, has been sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary herein, shall become immediately due and payable.

(a) consent to the making of any map or plat of said property; (b) join in any application for zoning, rezoning, subdivision, or other action affecting the land or the lien or charge thereon; (c) join in any agreement, lease, conveyance, mortgage, deed, or other instrument affecting this land or any part of the property.

The above described real property is not currently

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and not to remove or demolish any building or improvement thereon;
2. To repair, replace and maintain in good and workmanlike condition all buildings, improvements, fixtures, and contents of said property.

2. To complete or improvement which may be constructed, damaged or manner any building or improvement due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants or restrictions affecting said property; and pursuant to the Uniform Commercial Code as amended, to pay for and to pay for the same in the joint execution of the beneficiary may require; and to pay for searches made of public office or offices, as well as the cost of all searches made by public officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

may determine, it may be released to grantor or to any other party, and no action shall be taken to enforce or to cure or waive any default or notice of default hereunder or to pay all or act done pursuant to such notices or to pay any taxes, assessments or other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments or other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payments of any taxes, assessments, insurance premiums, or in providing beneficiaries with funds with which to make such payments, the beneficiary may, at its option, make payment, therefor by direct payment on behalf of the grantor at the rate set forth in the note, and the amount so paid, with interest as described in paragraphs 6 and 7 of this deed, together with the obligations to become a part of the trust in the hereby, shall be added to any rights arising as aforesaid, and the trust deed, without waiving such payments, with interest as aforesaid, the covenants hereof as described, as well as the payment of and payable with the same extent to which they are bound to be immediately due and payable as described, and all such payments shall be immediately due and payable as aforesaid, and the nonpayment thereof shall, at the option of the beneficiary, constitute a default, and the trust deed immediately due and payable as aforesaid, all sums secured by this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee and attorney in connection with or in enforcing this obligation, and trustee's and attorney's actual incurred, and defend any action or proceeding purporting to

[illegible][illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

[illegible]

grantee entitled thereto," and "the truthfulness thereof." True or false, however, is a
conclusive proof of the paragraph shall be not less than \$5.
services mentioned by grantor hereunder, beneficiary may at any
time without notice, either in person, by agent or by a receiver, secure for all said prop-
erty and any part thereof, including those past due and unpaid, and apply the same to pay
debts and expenses of operation and collection, including reasonable attorney's fees and
expenses of operation and collection, and in such order as bene-
ficiary's interests may require.

all. The entering upon and taking possession of said property, the collection of such rents, issues and profits, the proceeds of fire and other 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 for such notice.

12. Upon performance of any agreement hereunder and payable from this trust deed hereby or any sums secured hereby may proceed to foreclose this trust deed by declare all sums secured hereby at his election the trustee to foreclose or the trustee shall in equity as a mortgage or in the latter event the beneficiary or the trustee shall advertise and cause to be recorded his written notice of default and his intention to execute and cause described real property to satisfy the obligation thus secured to sell the said and the time and place of sale give notice hereby whereupon the trustee shall and proceed to foreclose this trust deed in the manner as then required by ORS 86.735 to 86.795.

The commenced foreclosure by advertisement and the trustee conducts the

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell the parcel or parcels as he may deem proper in separate parcels and in any order he may deem proper in one or more parcels, and the highest bidder for the parcel or parcels of land conveyed in the deed in form as required by law shall be the purchaser of the same, and shall deliver to the purchaser without any covenant, warranty, express or implied, the property with all the rights and appurtenances thereto, if any, which shall be conclusively deemed to be the property of the grantor, and the fact shall be conclusive evidence of the truthfulness thereof. Any person who purchases the property from the grantor or beneficiary pursuant to the powers provided herein, trustee or beneficiary, shall be deemed to be the purchaser of the same, and shall be bound by the truthfulness thereof. Any person who purchases the property from the grantor or beneficiary pursuant to the powers provided herein, trustee or beneficiary, shall be deemed to be the purchaser of the same, and shall be bound by the truthfulness thereof. Any person who purchases the property from the grantor or beneficiary pursuant to the powers provided herein, trustee or beneficiary, shall be deemed to be the purchaser of the same, and shall be bound by the truthfulness thereof.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, in-
cluding legal fees; (2) the cost of advertising or otherwise disposing of the
property; (3) the interest due on the mortgage securing the sale; (4) all other
debts and liabilities of the trust; (5) the interest due on the mortgage secur-
ing the compensation of the trustee; (6) the interest due on the mortgage se-
curing the debt of the grantor; (7) the interest due on the mortgage se-
curing the debt of the beneficiary; (8) the interest due on the mortgage se-
curing the debt of the grantor or his successor in interest entitled to such
proceeds as may be payable to him or her by the trust.

[illegible]

17. Trustee accepts this trust when this deed, 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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, or an escrow agent licensed under ORS 696.505 to 696.585, or any combination thereof, and must be duly licensed to practice law in the State of Oregon, or duly licensed to do business as a bank, trust company or savings and loan association under the laws of the State of Oregon, or duly licensed to do business as an escrow agent under the laws of the State of Oregon, or duly licensed to practice law in the State of Oregon, or duly licensed to do business as a bank, trust company or savings and loan association under the laws of the State of Oregon, or duly licensed to do business as an escrow agent under the laws of the State of Oregon.

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 Trust Deed recorded on March 29, 1978, in Volume M78, page 5829, Microfilm Records of Klamath County, Oregon, in favor of Klamath 1st Federal Savings and Loan Association, as Beneficiary, which the Grantor herein has agreed to assume and pay in full 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 or household purposes (see Important Notice below), ~~for business or commercial 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Mary Ann Senn
MARY ANN SENN

(If the signer of the above is a corporation use the term of acknowledgment opposite.)

STATE OF OREGON
County of Klamath
This instrument was acknowledged before me on September 16, 1986 by
MARY ANN SENN
Kurtis J. Redd
(SEAL) Notary Public for Oregon
My commission expires: 11/16/87

STATE OF OREGON,
County of _____ } ss.
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____
Notary Public for Oregon
My commission expires: _____ (SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____
DATED: _____, 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

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

MARY ANN SENN
Grantor
JEANETTE L. BJERKE
Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 16th day of September, 1986, at 2:56 o'clock P.M., and recorded in book/reel/volume No. M86, on page 16710 or as fee/file/instrument/microfilm/reception No. 66016, Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME
By _____ Deputy