

93806

**TRUST DEED**

VOL. 11188 88

28th day of ..... October

THIS TRUST DEED, made this 20th day of \_\_\_\_\_  
 VERN JENSEN & CAROL JENSEN, Husband and Wife \_\_\_\_\_, as Trustee, and \_\_\_\_\_  
 \_\_\_\_\_, of Klamath County \_\_\_\_\_

as Grantor, Mountain Title Company of Klamath County

ELEANOR I. NIDEVER

as Beneficiary,

WITNESSETH:

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
in \_\_\_\_\_ County, Oregon, described as:

see attached

together with a 1973 Champion Mobile Home, X87474; ID #243263S1505

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.

PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE

AND NO/100\*\*\*\*\*

\*\*\*\*\* according to the terms of a promissory note, hereof, i

now or hereafter appertaining,  
tion with said real estate.

OF SECURING PERFORMANCE OF each higher

FOR THE PURPOSE THOUSAND AND NO/100\*\*\*\*\* Dollars, with interest thereon according to the terms of a promissory  
sum of TWENTY BIGHT \*\*\*\*\* made by grantor, the final payment of principal and interest hereof, if  
beneficiary or order and made by note 10 ..... at the final installment of said note

sum of TWENTY \$ 20.00 Dollars, the final payment  
 \*\*\*\*\* as per terms of note 19 \_\_\_\_\_  
 note of even date herewith, payable to beneficiary or order and made by grantor, on which the final installment of said note  
 not sooner paid, to be due and payable \_\_\_\_\_  
 at maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
 is due, and the beneficiary, \_\_\_\_\_, has obtained the written consent or approval of the beneficiary,  
 \_\_\_\_\_, of the maturity dates expressed therein, or

sum of TWENTY THOUSAND DOLLARS (\$20,000) as per terms of note dated even date herewith, payable to beneficiary or order and made by grantor, the final payment not sooner paid, to be due and payable as per terms of note, 19\_\_\_\_.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

In testimony whereof, grantor agrees:  
granting any easement or creating any restriction thereon; (c) join in and subordinate or other agreement affecting this deed or the lien or charge thereon without warranty, all or any part of the property. The person or persons who execute this deed as third, as the "person or persons" facts shall

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit or permit any waste of said property; and to restore promptly and in good and workmanlike manner any building or improvement constructed, damaged or

not to repair; not to remove any waste of said plot;

2. To build or improve anything which may be constructed, damaged or destroyed thereon, and pay when laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions such financing statements as pertain to the Uniform Code of Laws in the joint in executing such financing statements and to pay for filing same in the public office as the beneficiary may request, as well as the cost of all lien searches made by the public office or offices, agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings owned by the beneficiary, against loss or damage by fire, theft, windstorm, hail, flood, explosion, riot, civil commotion, strike, sabotage, terrorism, war, nuclear energy, atomic energy, radioactive contamination, pollution, environmental damage, and any other cause whatsoever.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust, including the costs of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible]

It is mutually agreed that:

**It is mutually agreed that:**

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to select, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount paid or as compensation for such takings, expenses and attorney's fees necessarily paid or to pay in connection with such proceedings, shall be paid to beneficiary and to pay to grantor in such reasonable costs and expenses and attorney's fees, advanced by grantor in such reasonable costs and expenses or incurred by beneficiary applied by it first upon the appellate courts, next upon the indebtedness both in the trial court, appellate courts, its own expense, to take such actions licary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, as will be necessary in obtaining such execute such instruments as may be necessary.

9. At any time and from time to time upon written request of beneficiary, payment of its full reconveyances, for cancellation), without alienation endorsement (in case of full reconveyances, for the payment of such such the liability of any person of any map or plat of said property; (b) join in

(a) consent to the making of any map or plat of said property shall be either on

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the property. The grantee (d) recover, without warranty, all or any part of the "person or persons" may be described as "person or persons" in any conveyance or the recitals therein in any matters or facts shall be conclusively proof of the truthfulness shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and the insurance policies or compensation or awards or any taking or damage to 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 in pursuance of such notice.

[illegible][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 trustee may sell such said sale may be postponed as provided by law. The trustee may sell the parcel or parcels at one parcel or in separate parcels for cash, payable at the time of sale. Trustee in full satisfaction to the highest bidder for cash, payable at the time of sale conveying such title to the purchaser if without any covenant or warranty, express or implied, shall deliver to the purchaser but without any covenant or warranty, express or implied, the property so sold. In the deed of any matter of fact shall be concluded or implied. The recitals thereof. Any person who shall be provided herein, trustee

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trust named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon the trustee herein named and appointed hereunder. Each such appointment of a trustee herein named or appointed hereunder shall be executed by beneficiary, and such appointment shall be made by written instrument of the county or counties in which the property is situated, and shall be recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of a trustee. The trust named in this deed, duly executed and recorded in accordance with the law, Trustee is not

17. Trustee accepts this trust as provided by law. Trustee not acknowledged is made public record of pending sale under any other deed of obligation to notify any party hereto of which grantor, beneficiary or trustee shall be or of any action or proceeding in which grantor, beneficiary or trustee may be a party unless such action or proceeding is brought by trustee.

[illegible]

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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 or household purposes (see Important Notice below),  
(b) for an organization, or (even if grantor is a natural person) are 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.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

Vern Jensen  
Vern Jensen

Carol Jensen  
Carol Jensen

STATE OF OREGON,

County of Klamath

} ss.

This instrument was acknowledged before me on  
November 1, 1988, by  
Vern Jensen & Carol Jensen

Darlene J. Venable  
(SEAL) Notary Public for Oregon  
My commission expires 6-16-92

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\_\_\_\_

Beneficiary

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

(FORM No. 881)

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

Jensen  
P.O. Box 696  
Merrill, OR

Grantor

Nidever

Beneficiary

AFTER RECORDING RETURN TO

MTC  
407 Main  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of

} ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/tile/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

Order No.: 20267

EXHIBIT "A"  
LEGAL DESCRIPTION

## PARCEL 1:

Commencing at a point on the South line of Lot 4, Section 14, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and which lies West a distance of 104.3 feet from the Southeast corner of said Lot 4, extending thence West along the South line of said Lot 4 a distance of 104.3 feet; thence North at right angles a distance of 208.6 feet; thence East and parallel to the said South line of said Lot 4, a distance of 104.3 feet; thence South a distance of 208.6 feet, more or less, to the point of beginning.

Tax Account No.: Portion of 4110-1400-1000

## PARCEL 2:

The North half of the following described real property:

Commencing at a point on the South line of Lot 4, Section 14, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, which point is a distance of 208.6 feet West from the Southeast corner of said Lot 4; thence West along the South line of said Lot 4 a distance of 208.6 feet; thence North at right angles a distance of 208.6 feet; thence East and parallel to the said South line of said Lot 4 a distance of 208.6 feet; thence South a distance of 208.6 feet, more or less, to the point of beginning.

The above described property being in Section 14, Township 41 South, Range 10 East of the Willamette Meridian.

Tax Account No.: Portion of 4110-1400-1000

## PARCEL 3:

The following described real property in Klamath County, Oregon:

The South half of the following described property:

A portion of Lot 4, Section 14, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the South line of said Lot 4, Section 14, which lies West 208.6 feet from the Southeast corner of said Lot; thence West along the South line of said Lot 208.6 feet; thence North at right angles 208.6 feet; thence East and parallel to said South line of said Lot 4, 208.6 feet; thence South 208.6 feet, more or less, to the point of beginning.

Tax Account No.: 4110-1400-1100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 14th day  
of November A.D., 19 88 at 12:35 o'clock P. M., and duly recorded in Vol. M88  
of Mortgages on Page 19185.

FEE \$18.00

Evelyn Biehn, County Clerk

By Pauline M. Mendenhall