

KTUML 2857 08 21003

2512 2 Q14-21861  
20014 THIS TRUST DEED, made this  
HOWARD A. KOERTJE

18TH day of

as Grantor, **WILLIAM P BRANDSNESS**

as Beneficiary, \_\_\_\_\_

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys  
in and to Klamath County, Oregon, described as:

Grantor irrevocably gave and conveyed unto the County, Oregon, described as:  
in CLAMATH County, Oregon, described as:  
THE SOUTH 1/2 OF LOTS 5 AND 6, BLOCK 18, NORTH KLAMATH FALLS, ACCORDING TO THE OFFICIAL  
PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.  
CLERK OF COUNTY

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.

sum of TWENTY THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if

[illegible]

The date of maturity of the debt secured by this instrument, or any part thereof, shall become due and payable. In the event the grantor without first having obtained the written consent or approval of the lender, sells, conveys, assigns or alienates by this instrument, irrespective of the maturity dates expressed therein, or otherwise disposes of all or any part of the property herein described, the obligations secured by this instrument, or any part thereof, shall become immediately due and payable.

Grantor agrees:

(c) granting any easement or creating any restriction thereon; (c) join in another agreement affecting this deed or the lien or charge hereon; or any part of the property. The

[illegible]

10. Upon notice, either in person, or by registered mail, return to the court, and without regard to the adequacy of said property, the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue or otherwise collect the same, and apply the same to the satisfaction of the debt, and the costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as be deemed just and equitable by the court.

11. The entering upon and taking possession of said property shall be deemed to constitute an acceptance by said beneficiary of the terms and conditions hereof, and the beneficiary shall be deemed to have agreed to the same.

[illegible][illegible][illegible]

trust deed, without waiver, the grantor, shall be bound to the covenants, hereof, and (for such payments, with interest, as may be due hereunder, herebefore described, as well as the grantor, of the obligation herein-  
same extent that they are bound for the payment of due and payable with-  
described, and all such payments shall be immediately due and payable, and  
due notice, and the nonpayment thereof shall, at the option of the beneficiary,  
together with trustee's and attorney's fees not exceeding the amounts  
by law. 14. Otherwise, the sale shall be held on the date and at the time  
place designated in the notice of sale or the time to which said sale is  
the parcel or parcels of land.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding in which the trustee's attorney's fees shall be payable.

[illegible]

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, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required or as compensation for such taking, shall be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings and expenses incurred by beneficiary.

17. Trustee accepts this trust when this deed, duly acknowledged is made a public record as provided by law and obligated to notify any party hereto of pending sale under any trust or of any action or proceeding in which grantor, beneficiary or the estate of grantor is a party or action or proceeding is brought by or against the estate of grantor.

**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, or an association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure interests in real estate in Oregon, or its agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.50.

NOTE: The trust, or savings and loan association authorized by this act, is the property of this state, its subsidiaries, affiliates, agents or branches, the United States, or any of them.

**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:**

**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 beneficiary, MUST comply with the Truth-in-Lending Act and Regulation Z, the disclosures for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.**

**STATE OF OREGON, County of Klamath**

**This instrument was acknowledged before me on**

**Howard L. Koertje**

**Notary Public for Oregon**

**My commission expires: 6/12/92**

**REQUEST FOR FULL RECONVEYANCE**

**The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by 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:**

**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**

**STATE OF OREGON, County of Klamath**

**I certify that the within instrument was received for record on the 21st day of July, 1989, at 11:22 o'clock A.M., and recorded in book/reel/volume No. MR9 on page 13329 or as fee/file/instrument/microfilm/reception No. 2857, Record of Mortgages of said County.**

**Witness my hand and seal of County affixed.**

**Evelyn Biehn, County Clerk**

**By D. Pauline Mullins, Deputy**

**Fee \$13.00**

**TRUST DEED**

**STATE OF OREGON, County of Klamath**

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