FORMEN BEL TEDEN Trust Deed Savins-TRUST DELD. MTC- 722470

Coverant Del Contrata de Contr

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TEVENS-NESS LAW PUB. CO.

Randy D. Vietz & Pamela Vietz, husband and wife as Granfor, Mountain Title Company of Klamath County Vieta so taken bar ... as Trustee, and Thomas Eugene Humphreys

as Beneficiary,

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

Lot 8 in Block 1, TRACT NO. 1088, FERNDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No 3909 (6446) or for an interal and to and to and to artific or and the second second of the second for and the second for a second for and the second for a seco

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together with all and singular the tensments, hereilitaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and prolits thereof and all lixitizes now or herealter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the.

herein, shall become immediately due and payablo. To protect the security of this trust deed, grantor. agrees: I. To protect, preserve and maintain said property in dood condition and repair; not to remove or demolish any building or in provement thereon; or to compute or restore promptly and in good and workmanlike 2. To complete or restore promptly and in good and workmanlike destroyed for con and pay when due all costs incurred the tors, condi-tions and restrictions allecting said property; if the beam. condi-tion in accounting such financing statements pursuant to the Unitom Commer-tion in creating such financing statements pursuant to the Unitom Commer-tion in creating such financing statements pursuant to the Unitom Commer-tion in creating such financing statements and to pay for filing same in the cial Code as the beneficiary may require and to pay for filing same in the by filing offices or searching agencies as may be deenied desirable by the beneficiery.

Code as the beneliciary may require and to pay for the uniform Commer-cial Code as the beneliciary may require and to pay for then searches made proper pulling offices or offices, as well as the cost of all then searches made by filing officers or searching adencies as may be described desirable by the beneliciary. To provide and continuously maintain insurance on the buildings new or hereafter erected on the said premises against loss or damage by life and such other hards's as the beneliciary of Val UPC - . . . , written in an amount not less than 3 115ULT COL with loss payable to the latter; all companies acceptable to the beneliciary of Val UPC - . . . , written in an amount not less than 3 115ULT COL with loss payable to the latter; all companies acceptable to the beneliciary of the source and to it he grantor shall all or any reason to procure any tuch insurance and to deliver said policies to the testificany at least filteen days prior to the stifter, deliver said policies of prior other insurance policy may be applied by mention the beneliciary may prove other insurance policy may be applied by about any part, thereoi, may be released to grantor. Such application of one values, shall any part, thereoi, may be released to grantor. Such application of nevalues and at done prove source early provide and promover of a sessentiar and to pay all. Takes, asiesments and other charges that may be the deliver necessat, thereof charge become past due or delinquent and prompyrent of any faxes, assess-to by direct payment or by providing bore the large payable by grantor, either more due of astrone bound for such andices of any fays, and the second of the add for payment or by providing bore the any infinites and the pay all. Takes, assessments and other targets that may be the ideas sesses. To be diver the best delinquent and prompyrent of any faxes, assess-to be diver waint the pay and the anter and prompy with funds with which to pay direct payment or by providing bore the any strates

ney's tees on such append. It is mutually affeed that: It is one that of eminent domain or condemnation, beneticiary shall have the under the right of eminent domain or condemnation, beneticiary shall have the inder the right of eminent domain or condemnation, beneticiary shall have the inder the right of eminent domain or condemnation, beneticiary shall have the accompensation, foot require that all or any portism of the amount required incurred by density one any resonable costs and expenses and attorney's lean non-eminicary and incurred by density one any reasonable costs and expenses and attorney's lean applied by it rish and appellate courts, necessarily faid on the indebtedness ficiary in such information agrees, at its own expense, to the indebtedness and greence such informents as (shall be incessarily motianing such com-emission, for any reason time to thine upon written request of ben-informer of its lees and presentation of the lated due due to be the informer to its lees and presentation of the lated due the note for endorsent (in case of full reconvegances, for can of the indebtedness, truste ming the liability of any person, for the payment of the indebtedness, truste ming (a) convent to the inviking of any num or plat of inde property; (b) join in

franting any easement or creating any restriction thereon; (c) join in any iubordination or other agreement allecting this deed or the lien or charge iubordination or other agreement allecting this deed or the lien or charge ithartee in any reconvey, without warranty, all or any part of the property. The field is any reconveyne may be described as the "person or persons legisly entitled thereto," and the recitals thereoi, Trubtee's lees lor any of the beconclusive prool of the truthulaness hereoi, Trubtee's lees lor any of the field thereto," and the recitals thereoi, Trubtee's lees lor any of the persons and the start of the not less than 35. 10. Upon any delault by grantor hereunder, beneficiary may at any fine without notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby scured, enter unon and fake possession of said prop-the side and erformed and these past on the start and any fine issues and prolits, including these past on the order was been nay's lees upon any indebtedness secured. hereby, end in such order as been situary may determine. Itary may determine. Itary may determine. Itary may determine. Itary may determine. 11. The entering issues and prolits, or the proceeds of line and order insurance policies or orders and prolits, or the proceeds of line and or the insurance policies or order as here or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done waive any of in his performance of any adreement hereunder. time being of the insurance policies or order or house of the any dense in a part or invalidate any act done waive or in his performance of any adreement hereunder or invalidate any act done waive or in his performance of any adreement hereunder. time being of the instruction of in house of any adreement hereunder or invalidate any act done in a product of in here in the intervent of invalidate any act done waive in his performance of any ad

inspersy, and the application or release increase a aloresaid, shall not cure of waive any delaalit or notice of delault hereunder or invalidate any act done instant to such notice. 13. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the barbor or in his performance of any agreement hereunder, time being of the liveby or in his performance of any agreement hereunder, time being of the barbor or in his performance of any agreement hereunder, time being of the liveby or in his performance of any agreement hereunder, time being of the barbor or in his performance of any agreement hereunder, time being of the disclare all sums secured, hereby immediately due and payable. In such an ideal and is sums secured, hereby immediately due and payable. In such an ideal and is any agreement and so foreclose this trust deed by advertisement and sale, or may direct the trustes to foreclose this trust deed by indertisement and sale, or may direct the trustes to foresto end here fight or the beneficiary elects to foreclose by a ware performed his written notice of delauting and his election to sell the said described read property to satisfy the obligation and his election to sell the said described read proceed to foreclose this trust deed notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in OKs 86.735 to 86.795. In the fruntee prior to 5 days before the date the truste conducts and 13. Alter the trustes to 5 days before the date the truste scond are such sale, the grantor or any the delault consists of a lailure to by any wine use the delault or delault. Trust deed, the delault may be cure oby any orino as would entite amount due in the time of the cure other than such that is capable of not then be due had on delaul cocurred. Any other than such that is capable of not then be due had under the due that any case, in addition of the beneficiary all costs af defaults enderthany to act the tim

together with trustees and attorney's fees not exceeding the amounts provided by law. 14. Otherwise, the sole 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 or in separate parcels and shall sell the sarcel or parcels at in one parce the highest bilder for each payable at the time of sale. Trustee shall delite to the purchaser is deed in form as requirement, express or im-place to the purchaser is deed in form as requirement, express or im-shall delite to the purchaser is deed in form as requirement, express or im-plied. The truthelmess thereof. Any person, excluding the trustee, but including the property so sold, but without any covenant or shall be conclusive proof plied. The truthelmess thereof. Any person, excluding the trustee, but including the frants? When trustee sells pursuant to the port able. Trustee shall apply the proceeds of sale to payment of (1) the express of sale; in-cluding the compensation of the trustee and a trust deed, (3) to all persons having recorded liens subsequent to the interest of the the trustee in the truste surgiury. (2) to the obligation secured by the to det the trustee in the trust even of their interest may appear in the order of their priority and (4) the surplus, it any, to the granter or to his successor in interest entitled to succes-tions for any the processor is and the to the appoint a successor or succes-tions of any the processor is the order of the appoint a successor or succes-tions of any the processor is pay the to the to the appoint as uncessor or succes-tions of any the processor in the tot the tot the successor or succes-tions of any the processor in the tot appoint as uncessor or succes-tions of any the processor in the tot the appoint as uncessor or succes-tions of any the processor in the tot appoint as uncessor or succes-

surplus, it any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-inder. Upon such appointment, and with all hold, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment upon any trustee herein named or appointed hereinder. Each such appointment upon any trustee herein named or appointed hereinder. Each such appointment which, when recorded in the mortage records of the county or counties m which, the property is situated, shall be conclusive proof of proper appointment of the successor trustee appublic record as provided by law. Trustee and obligated to notify ago party hereto of pending sale under any Trustee deed of obligated to notify ago proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by rustee.

NOTE: The Trust Deed Act provides that the trustee hireurder must be either an attorney, who is an active member of the Oregon State Bar, a bank," trust company or sovings that loan association authorized to do builtiest under the laws of Oregon or the United States, a title insurance company authorized to insure title to real proporty of this state, its subsidiaries, affiliates, agents or branches, the United States or any pagingy theread, or an escrew agent licensed under ORS 696,505 to 696,585. and an analysis of a second second

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313 BITTUT TO THE 22161 Order grantor covenants and a frees to and with the baneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title therefo Mortgage in favor of State of Oregon/Director of Veterans' Affairs, M89- page 18054 and that he will warrant and forever defend the same against all persons whomsoever. what in open benoch 417.12 Value of the second of the HURSSENT Unagan and share it is man affer i and as many a branch of the state of the owner of the second in bland of the part of the part of Hitsens FR an the fand the fer this tige and or yet identify the second is the fer where the The frantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for frantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (evun if frantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the bonetit 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 (c) is applicable and the beneficiary is a creditor as such word is defined in the Truth-list-Laiding Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosure; for this purpose wise Stevens-Nois Fann No. 1319, or exit ivelant. If compliance with the Act is not required, disregard this notice. C e to super sell of half-post If the signer of the above is a corporation, it is not the to a set the use the form of acknowledgement apposite.] o oladin Anna STATE OF ORECON SWID TO MELTER STORE County of Klamathin Sin to STATE OF OREGON, County of This instrument was acknowledged before me on ADMELS 4, 1907, by Randy D. Vietz & Banela Vistz This instrument was acknowledged before me on 19 of ine Availle Notary Fublic tor the Net commission expires: 6 16-92 Notary Fublic for Oregon (SEAL) Notary Public for Oregon My commission expires: (SEAL) Sorent REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: A CARLES CONTRACTOR AND A CONTRACTOR A Trustoe The undersigned is the legal owner and holder of all inductedness secured by the foregoing trust deed. All sums secured by said trust deed have been tully paid and satialidd. You hereby are directed, on payment to you of any sums owing to you under the terms of d or, pursuant to statute, to cancel all evidences of indebtedness secured by said frust deed (which are delivered to you herewith together with said trust deed) and to sconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. I fall reconveyance and deciments to DATED: Beneticiary Do net leis or destroy this Trust Deed OR THE NOTE which it secures Bath must be delivered to the trustee for concellation before reconveyonce an must will be to be made a level affect out the ى بىلىغ ئۇلغۇ ئىلىغ بىلىغ بىلىغى قانىغ 1 TRUST DEED STATE OF OREGON, STAVENS NESS а. Г. County of Klamath .99 Raidy D. Vietz & Pamela Vietz I certify that the within instrument was received for record on the 16th. day 5561 Bartlett Street of ... Klamath Falls, OR 97603 Nov. at 19:38 o'clock AM., and recorded Grantor SPACE RESERVED in book/reel/volume No. M89.....on પ્રેને સ્ટેમ્બેન્ડ્સ સંસયક્ષે હવે છે. Thomas Eugene Humphreys FOR page22160 or as fee/file/instru-12095 Olympia Place #E RECONDER'S USE ment/microfilm/reception No. 7936 Record of Mortgages of said County: Beneficiery Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Server as Mountain Title Company 1 222 South Sixth રાં પ્રતાર કરે છે. ગળાની તે નોક PAR LA Evelyn Biehn, County Clerk Klamath Falls, OR 97601 NAM 3 All By Quelese Mullendere. Deputy 11 1. sector 20 10 Charles the sector in the sector of the Fee \$13.00