NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



TRUST DEED

Harold D. and Denise L. Bachmeier 400 NW Elizabeth St. Winston, Oregon 97496 Grantor's Name and Addi Dole Coalwell Attorneys 810 SE Douglas Avenue Roseburg, Oregon 97470
Trustee's Name and Address Kent C. and Kirsten V. Oakley 12703 Driver Valley Rd. Oakland, Oregon 97496

Beneficiary's Name and Address After recording, return to (Name and Address): Kent C. Oakley 12703 Driver Valley Rd.

Oakland, Oregon 97496

2018-004310 Klamath County, Oregon

04/10/2018 08:49:30 AM

Fee: \$57.00

SPACE RESERVED FOR RECORDER'S USE

THIS TRUST DEED, made on	, between
Harold D. Bachmeier and Denise Lisa Bachmeier	_
	, as Grantor,
Dole Coalwell Attorneys	, as Trustee, and
Kent C. Oakley and Kirsten V. Oakley	
	, as Beneficiary;
WITNESSETH: That Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power	r of sale, the prop-
erty in Klamath County, Oregon, described as follows (legal description of property):	

Lot 16 of Tract 1318-Gilchrist Townsite, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of _ 58,008.77

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final

8. In the event that any portion or all of the 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 to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request. (CONTINUED)

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active memb association authorized to do business under the laws of Oregon or the United States, a title insurance company affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 69

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 (it asso of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consert to the making of any map or plat of the property; (b) join in grating any person for the payment of the indebtedness, trustee may of the property of any map or plat of the property; (b) join in grating any easteritor and presented of the payment of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any marter of acts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than 55.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue protherwise collect the crust, issues and profits, including those past due and unpaid, and apt my be same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

111 The entering upon and taking possession of the property, the collection of such reads, issued any fortis, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application or release thereof as a foresaid, shall not cure or waive any default or more of efault hereunder, or invalidate any act done pursuant to such notice.

12. Upon

sequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16 Beneficiary may, from time to time, appoint a successor or successors to any trustee 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 any inustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 is brought by trustee.

or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applica-

ble law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

(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.

construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instruapply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. 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. If compliance with the Act is not required, disregard this notice. Beneficiary Buyers/Gra STATE OF OREGON, County of Douglas

This record was acknowledged before me on 3/21/18 by Kentakirsten Oakkey and Harold a Denise Bachmeir
This record was acknowledged before me on by OFFICIAL STAMP BRANDI ANNE GOODMAN Public for Oregon

×	COMMISSION NO. 967415 MY COMMISSION EXPIRES OCTOBER 96, 2021	commission expires 10/8/61		
	REQUEST FOR FULL RECONVEYANCE (To be use	d only when obligations have been paid.)		
TO:	, Trustee	gal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid		
and satisf	The undersigned is the legal owner and holder of all indebtedness secured by the isfied. You hereby are directed, on payment to you of any sums owing to you un pedness secured by the trust deed (which are delivered to you herewith together	der the terms of the trust deed or pursuant to statute, to cancel all evidences		
nated by t	y the terms of the trust deed, the estate now held by you under the same. Mail the r	econveyance and documents to		
DATED .		! 		
secure\$	t lose or destroy this Trust Deed OR THE NOTE which it so Both should be delivered to the trustee for cancellation reconveyance is made.	Beneficiary		

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay in lawful money of the United States of America, to **Kent C. Oakley** and **Kirsten V. Oakley**, whose address is 12703 Driver Valley Road, Oakland, Oregon 97462, the sum of FIFTY EIGHT THOUSAND, 08/100 DOLLARS and 77/100 CENTS USD (\$58,008.77), together with interest thereon at the rate of three percent (3%) per annum from March 21, 2018, until paid, payable in installments at dates and in amounts as follows:

- The sum of \$443.47 shall be paid on or before the 1st day of April, 2018, and a like sum paid on or before the 1st day of each subsequent month, to and including the 1st day of April, 2028, at which time the entire principal balance, together with all interest, late charges, costs and attorney fees accrued under the terms hereof shall, if not sooner paid, be fully due and payable.
- 2) Interest shall be paid at the time of the payment of each installment and is included in the payments herein required and which interest shall continue until this note, principal and interest is fully paid.
- 3) The principal balance may be prepaid in whole or in part at any time, but partial prepayments shall not excuse the timely payment of monthly installment payments due hereunder.

It is hereby expressly agreed that the principal sum plus all accrued interest, late charges, costs and attorney fees evidenced by or described in this Promissory Note shall become immediately due and payable at the option of the holder if this note is not paid according to its terms or if there is any default in performance under the Deed of Trust. If the balance of principal, interest, late charges, costs and attorney fees is not paid to the holder within 15 days after the holder gives the undersigned notice in writing of the acceleration of this note, the holder may sue to collect such balance, foreclose the Deed of Trust and obtain any other remedy against the undersigned that is available under applicable law.

If the undersigned fails to make when due any payment provided for herein, or if there is any default under the Deed of Trust, and if the holder retains an attorney to make demand or otherwise enforce this note, the undersigned agrees to pay the holder's reasonable attorney fees and collection costs, whether or not a lawsuit is filed, including but not limited to: (1) any costs and attorney fees incurred at trial or on appeal; any attorney fees and costs incurred in bankruptcy proceedings (including but not limited to fees and costs incurred in attending creditors' meetings and hearings, in making efforts to modify or vacate any automatic stay or injunction or action regarding a proposed bankruptcy plan and in defending against any preference claim); and any

costs and fees incurred in post-judgment collection activities. All such costs and fees shall be payable even if the holder has previously accepted late payments or excused defaults in the performance of obligations set forth in the Deed of Trust. All such fees and costs shall be immediately due and payable when incurred by the holder, shall bear interest at the rate first set forth above from the date incurred by the holder until paid, and shall be paid in full with interest by the undersigned within 15 days after the holder gives the undersigned written demand for the payment of the same. The failure of the undersigned to pay said costs and fees when due shall constitute a material default on this note, entitling the holder to exercise any or all of the remedies provided for herein or under applicable law.

This Promissory Note shall be governed by the law of Oregon

Harold D. Bachmeier

Denise L. Bachmeier