## TRUST DEED

THIS TRUST DEED, made this 2 day of May

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CHARLES ALLEN FISHER AND MARYLOU FISHER

, as grantor, William Ganong, , as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and

existing under the laws of the United States, as beneficiary; WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 49 of MOYINA, according to the official plat thereof on file in the records of Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or hereafter helonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, rotrigerating, watering and linear apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall capeting and linear apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall capeting and linear places are proposed in the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above leum, shades and built-in ranges, dishwashers and other built-in ranges, dishwashers and other built-in ranges, including all interest therein which the granter has a range hereafter acquire, for the purpose of securing performances of described premises, including all interest therein which the granter has a range hereafter acquire, for the purpose of securing performances of

each agreement of the grantor herein contained and the payment of the sum of THIRTEEN THOUSAND AND NO/100each agreement of the Granton ferent contained the second according to the terms of a promissory note of even date decayth, payable to the second commencing beneficiary or order and made by the grantor, principal and interest being payable in mentally installments of \$ 1000.

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beneficiary gc order and made by the gramtor, principal and interest be 19 08.

This trust deed shall further secure the payment of such additional money, if any, as may be bonned hereafter by the beneficiary to the granter or others having an interest in the above described proxy this trust deed is evidenced by note or notes. If the ludebtedness secure you this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon more than one note, the beneficiary may credit payments received by it upon any of said notes or part of any payment on one note and part on another, as the beneficiary may credit payments received by the upon any of said notes or part of any payment on one note and part on snother, as the beneficiary may credit payments received by the payment of the granter of all encumbrances and that the said bremises and property conveyed by this trust deed are herein that the said bremises and property conveyed by this trust deed are executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all triggen agrees to pay said note according to the terms thereof and, when due, all triggen agrees to be buildings in course of construction or hereafter constructed out of the premises within six months from the date or hereafter construction to represent which may be damaged or destroyed and pay hereafter and property the property the property the property that the property to the property

property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; 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 truste incurred in connection with or in enforcing hits obligation, and trustee's and attorney's fees actively incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trusts and to pay all costs and expenses, including cost of evidence of title authority's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to forcelose this deed, and all said sums shall be secured by this trust deed.

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in er defend any action of proceedings, or to make any compromise or settlement in connection with solution of proceedings, or to make any compromise or settlement in connection with solution as compensation for such taking, which are in excess of the amount reparable to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by the greator in such proceedings, shall be paid to the beneficiary of the money and the proceedings, and attorney are necessarily paid or incurred by the beneficiary is much proceedings, and the part of the proceedings and the grant of the such proceedings, and the proceedings and the proceedings and the proceedings and the proceedings and the grant of the such proceedings, and the proceedings and the grant of the proceedings and the grant of the proceedings and the proceedings and the proceedings and the proceedings are the proceedings and the grant of the proceedings are the proceedings and the grant of the proceedings are the proceedings and the grant of the proceedings are the proc

so, then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of said, the trustee shall self said property at the time and place of said notice of said, either as a whole or in separate parted in such order as he may determine, at public auction to the highest off or cash, in lawful money of the United States, payable at the property of the Trustee may postpone sale of all or any portion of said property of the said the said property and the said the said property and the said the said property of the said that the property of the said the said property of the said that the said that the said that the said the said that the said that

the beneficiary, may purchase at the sair.

9. When the Truster sells pursuant to the powers provided herein, the shall apply the proceeds of the truster's sair as follows: (1) expenses of the said including the commensation of the truster, as unable charge by the attempt (2). To the obligation secured by the delication secured by the composition of the truster, and the trust of the trust of the trust of the trust of the trust deed as their interests appear in the trust died of the trust of the trust died as their interests appear in the other priority. (4) The surplus, if any, to the grantor of the it of the light of the surplus.

deed or to this successor in interest entitled to such simplus.

10. For any reason permitted by law, the hencitclary may from time to the 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 duttes conferred upon any trustee herein named or appointed hierantic many successor trustee, the latter shall be vested with all title powers such appointment and substitution shall be made to the deed and its place of record, which, when teveled the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of party unless such action or proceeding is brought by the trustee.

party uniess such action or proceeding is orough by the trastee.

12. This deed applies to, inures to the benefit of, and binds all partics better heirs, legatess devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including hedges, of the note accured hereby, whether or not named as a beneficiary herein. In constraining this deed and whenever the context so requires, the maculine gender includes the femiline and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

	, and the second second	les allen Fisher	(SEAL)
	mar	ylow Picher	(SEAL)
STATE OF OREGON	· · · · · · · · · · · · · · · · · · ·		
County of Klamath () ss.	"May	19 68, before me, the	undersigned, a
THIS 15 TO CERTIFY that on this 2 day of			ر بنشششش
Notary Public in and for soid county and state, person CHARLES ALLEN FISHI			od to me that
to me personally known to be the identical individual S. they executed the same freely and voluntarily for t	he uses and purposes therein e	xpressea.	
IN TESTIMONY WHEREOF, I have hereunto set my	hand and affixed my notarial s	seal the day and year last move written	n.
	alimin	Douh	
	Notory Public for	Oregon Oregon	4
(SEAL)	My commission e	expires: // 2.3 / C	
		STATE OF OREGON )	
Loan No.		County of Klamath	
TRUST DEED			7
IRUSI DEED		I certify that the within	
		was received for record on	the 2
		day of may	1968.
	(DON'T USE THIS	at 2:30 o'clock M., and in book 7068 on po	a recorded
	FOR RECORDING	Record of Mortgages of said	County.
TO	TIES WHERE	necold of Morrage	
FIRST FEDERAL SAVINGS &	USED.)	Witness my hand and sea	l of County
LOAN ASSOCIATION		affixed.	
Boneficlary	the second of a sum	Dorothy Rugers	
After Recording Return To: FIRST FEDERAL SAVINGS		O	unly Clerk
540 Main St.	0	By Lyni & Deut	2
Klamath Falls, Oregon			Deputy
		Fee: \$3.00	

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

... Trustee TO: William Ganong.

Harry Harris

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 hold by you under the

same.					
			44		First Federal Savings and Loan Association, Beneficiary
		12.00			
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DAMED.	5 , "		19		
DATED	***************************************				22
			4		

SSMAR