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## TRUST DEED

August , 1972 , between THIS TRUST DEED, made this 18thday of LYNN TRIPPETT AND DENA LOIS TRIPPETT, husband and wife

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 13 in Block 7 SECOND ADDITION TO WINEMA GARDENS, 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 belonging to derived from or in anywise apportants, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging, refrigerating, watering and trigation taining to the above described premises, and all plumbing, lighting, heating, ventilating, dir-conditioning, refrigerating, watering and line-apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian, or or experience as well-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian, etc.

(\$22,200.00 ) Dollars, with interest thereon according to the terms of a promissory note of even date berowith paydofe to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$152.25 commencing

as the beneficiary may creek.

The grantor hereby covenants to and with the trustee and the heneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

receutors 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 taxes, assessments and other charges levied against said property the form all encumbrances having presence and property the form all encumbrances having presence of the stream of the treat deed; to complete all buildings in course of construction consider constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanilke manner any building or improvement on said property which may be damaged or destroyed and pay, where the costs incurred therefor; to allow beneficiary to inspect alls unsatisfactory to theneficiary within fifteen days and the said property of the said premises where the said premises of the constructed on said free the said premises of the said premises of the constructed on said promperty in good repair and to commit or suffer now or hereafter erected on said premises continuously insured against loss by fire or such other hazards as the heneficiary may from time to time require now or hereafter erected on said premises continuously insured against loss by fire or such other hazards as the heneficiary may from time to time require in a sum not less than the original principal sum of the note or other heneficiary and to deliver the original policy of insurences. Form and with approved loss payable clause in favor of business of the beneficiary at least inference of the principal principal sum of the note of the heneficiary in the principal property of the beneficiary with in the principal principal principal sum of the principal principal sum of the heneficiary attached and with approved loss payable clause in favor of business of the beneficiary at least of the principal principal principal sum of the principal principal sum of the heneficiary with the insurance. If the

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the henciclary, together with and in addition to the monthly payments of principal and interest payment and the principal and interest payments of the note or obligation secured licrety, an addition to one-twelfth (1/12th) of the taxes, assessments and other twelves months, and also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said properly within each succeeding three years while payable with respect to said properly within each succeeding three years while trust deed remains in effect, as estimated and directed by the payment of the several purposes thereof and shall thereupon be charged on the payment of the loan; or, at the option of the beneficiary in trust as a reserve account, without hereat, to pay said the beneficiary in trust as a reserve account, without hereat, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the control of the secure of the form of the payment of such charges an interest in the debtedness secured by this trust deed is evidenced by a note or notes. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient a sufficient as sufficient and other charges is not sufficient a sufficient to the payment of such charges may credit payment received by it upon more than or the beneficiary may credit payment received by it upon any of soil notes or part of any payment on one note and part on another, at the beneficiary may elect.

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

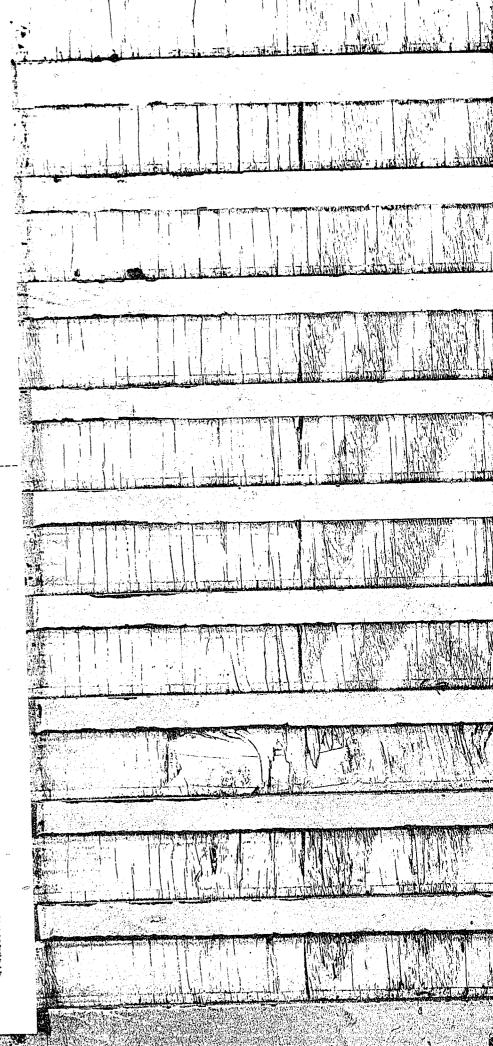
The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title rearch, as well as the other costs and expenses of the trustee income in connection with or in enforcing this obligation, and trustee's and attorney's fees actually 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 trustee; and to pay all costs and expenses, including cost of evidence of title and attorney'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 foreclose 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 or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the mucry payable as compensation for such taking, which are in excess of the amelity payable as compensation for such taking, which are in excess of the amelity payable as compensation for such taking, which are in excess of the amelity paid or incurred by the grantor in such proceedings, shall be expensed and attorney's fees necessarily paid or incurred by the beauted paresses and attorney's fees necessarily paid or incurred by the beauted hereby; and the grantor agrees, at its own expense, to take such acclose and except such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuones of these trusts all rents, issues, royalites and profits of the property affected by this deed and of any personal property located thereon. Until granter shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalites and profits earned prior to default as the become due and payable. Those any default by the grantor hereunder, the beneficiary may at any time within totice, either in person, by agent or by a refletary may at any time within totice, either in person, by agent or by a refletary may at any time with notice, either in person, by agent or by a reflective to he appointed by court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any state thereof, in its own name are for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the heneficiary may determine.



First Federal Savings and Loan Association, Beneficiary

9. When the Trustee sells pursuant to the powers provided hercin, usive shall apply the proceeds of the trustee's sale as follows: (1) we expense of the sale including the compensation of the trustee, as asomable charge by the attorney. (2) To the obligation secured by ust deed. (3) To all persons having recorded liens assuaded the trustee in the trust deed as their interests appear in deer of their priority. (4) The auripus, if any, to the granter of the ced or to his successor in interest entitled to such surplus. deed or to his successor in interest continen to such surpuss.

10. For any reason permitted by law, the 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 sethout conveyance to the successor trustee, the latter shared or suppointment and sethout conveyance to the successor trustee, the latter shared or appointment had little, powers and duttes conferred upon any trustee that is the successor trustee, the such appointment and substitute for the latter shared by written instrument executed by the conferred while the proper suppointment and substitute forefree to this trust deed and its place of country or countles in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 7. After default and any thine prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so rileged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred enforcing the terms of the obligation and trustee's and attorney's fees exceeding \$50.00 each) other than such portion of the principal as would then be due had no default occurred and thereby cure the default. proper appointment of the saccessor 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 saic under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and blinds all parties better their beirs, legalese devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including allettee, of the note secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the macculine gender includes the feminine and/or neuter, and the singular number includes the plural. 8. After the lapse of such time as may then be required by law following the recordation of said notice of ideasit and giving of said notice of saie, the trustee shall sell seem to property at the time and place fixed by him in said notice of saie, either as whole or is separate parcels, and in such order as he may determine the said of the IN WITNESS WHEREOF, said grantor has hereunto set his hand and sgal the day and year first above written. (SEAL) STATE OF OREGON THIS IS TO CERTIFY that on this 2/ County of Klamath Notary Public in and for said county and state, personally appeared the within named LYNN TRIPPETT AND DENA LOIS TRIPPETT, husband and wife to me personally known to be the identical individual S... named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial shall the day and your last above Notary Public for Oregon
My commission expires: (SEAL) OF TEGS TECOM 10/25 STATE OF OREGON Standard Stand Loan No. TRUST DEED I certify that the within instrument was received for record on the 25th day of August ..., 1972, a:+1 o'clock P. M., and recorded in book ... M. 72 on page 9551 SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED,) Record of Mortgages of said County. TO FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION affixed. Wm. D. Milne After Recording Return To: FIRST PEDERAL SAVINGS 540 Menn St. Klamgth Falls, Oregon fee 4.00 2943 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid 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 dollvered 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

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DATED

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