TRUST DEED

THIS TRUST DEED, made this 28th day of February
GARY ALLEN HAYDEN AND BARBARA SUE HAYDEN, husband and wife ___, 19...73 , between

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

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:

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The following described real property situate in Klamath County, Oregon:

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Lot I5 of Kennicott Country Estates, according to the official plat thereof on file in the office of the County Clerk 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 belonging to, derived from or in anywise appearants, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appearants in the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation to the above described premises, can all plumbing, 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 wall-to-wall carpeting and irrigation apparatus, sequipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and irrigation to the above described in or used in connection with the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire. each agreement of the grantor herein contained and the payment of the sum of Fifteen Thousand Three Hundred and No/100----

(\$ 15,300.00...) Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$ 106.95 commencing

This trust deed shall further secure the payment of such additional money, year may be ionned hereafter by the beneficiary to the grantor or others by an interest in the above described property, as may be evidenced by or notes. If the indebtedness secured by this trust deed is evidenced by than one note, the beneficiary may credit payments received by it upon of said notes or part of any payment on one note and part on another, so beneficiary may elect.

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

inst the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms reof and, when due, all taxes, assessments and other charges levied against reof and, when due, all taxes, assessments and other charges levied against property free from all encumbrances having prepared to be a said property free from all encumbrances having prepared to repair and the date of the construction is hereafter commenced; to repair and the date coff or the date construction is hereafter commenced; to repair and the date of the date construction is hereafter commenced; to repair and the date incurred therefor; to allow heneficiarly which may be damaged or destroyed said property at all the incurred therefor; to allow heneficiarly of a property at all the date of the construction; to replace written notice from heneficiarly of such elicitarly within fifteen deady any building or improvements now or hereafter that to receive the property in good repair and to commit or suffer waits of said premises; to keep all buildings, property and improvements for or such other hazards as the beneficiary may from the most of the construction of the construc

In order to provide regularly for the prompt payment of said taxes, assessnts or other charges and insurance premiums, the grantor agrees to pay to
beneficiary, together the said in addition to the monthly payments of
including the said of the said property of the other or obligation secured
they, an amount of the said property within each succeed,
they are said used and payable with respect to said property within each succeed
they are said to one-thirty-sixth (1/36th) of the insurance premiums
rable with respect to said property within each succeeding three years while
strust deed remains in effect, as estimated and directed by the benefit
the sums to be credited to the principal of the long unit required to the
eral purposes thereof and shall thereupon be charged to the principal of the
eral purposes the option of the beneficiary, the sums so paid shall be held by
beneficiary in trust as a reserve account, without interest, to pay said
injurns, taxes, ascessments or other charges when they shall become due
if populae.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary to payments as foresaid. The grantor hereby authorizes the beneficiary to payments and other charges levied or imposed against a substantial property in the amounts as shown by the statements thereof trutches the property in the amounts as shown on the statements submitted it the surface of the control of the payment of the control of the control of the control of the payment of the control of the payment and effect in any is surface policy, and the beneficiary hereby is authorized, in the event of a such insurance receipts upon the obligations accounted by this trut deed, computing the amount of the indebtedness for payment and satisfaction full or upon sale or other acquisition of the property by the beneficiary after the payment and statisfaction of the property by the beneficiary after the payment and satisfaction of the property by the beneficiary after the payment and satisfaction of the property by the beneficiary after the payment and the pay

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 trustee incurred in connection with or 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.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account.

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken or the right of eminent domain or condemnation, the beneficiary shall have right to commence, prosecute in its own name, appear in or defend any acrops the commence, prosecute in its own name, appear in or defend any acrops to the control of the money is taking and, if it so elects, to require that all or any portion of the money hale as compensation for such taking, which are in excess of the amoney ed to pay all reasonable costs, expenses and attorney's fees of the energial to the proceeding, and it be paid to the proceeding applied by it first upon any reasonable costs as such proceedings, and to necessarily paid or incurred by the coursed here such proceedings, and the ince applied upon the indebtedness and execute such instruments as shall necessary in obtaining such compensation, promptly upon the beneficiary's test.

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9. When the Trustee sells pursuant to the powers provided her trustee shall apply the proceeds of the trustee's asle as follows: the expenses of the sale including the open compensation of the trustee, reasonable charge by an expense having recorded liens subsequent trust deed, on the trustee in the trust deed as their interests appearance of the trustee in the trust deed as their interests appearance of their priority. (4) The surplus, if any, to the grantor of the deed of the his successor in interest entitled to such surplus. 5. The grantor shall notify beneficiary in writing of any for sale of the above described property and furnish bene supplied it with such personal information concerning the d ordinarily be required of a new loan applicant and shall per vice charge. 6. Time is of the essence of this instrument and tor in payment of any indebtedness secured kereby of ement hereunder, the beneficiary may declare all a lately due and payable by delivery to the trustee of velection to see the trust property, which notice treatment or example the trust property, which notice treatmenticary shall deposit with the trustee this trust essential fix the time and place of sale and documents evidencing expenditures secured tess shall fix the time and place of sale and given itself by law. 10. For any reason permitted by law, the beneficiary may from the appoint a successor or successors to any trustee named herein, or to successor trustee appointed hereunder. Upon such appointment and without yeapnet to the successor trustee, the successor trustee appointed hereunder and duties conferred uponers. The successor appointed hereunder and duties conferred uponers that he vested with all title, possible the successor trustee, the hereunder and duties conferred uponers have been bright named or appointed hereunder such appointed he 7. After default and any time prior to five days before the Trustee for the Trustee's sale, the grantor or oth rileged may pay the entire amount then due under this trustee's man the second of the prior that the default of the second of the second of the prior then be due had no default occurred and thereby cure the 12. This deed applies to, inures to the benefit of, and binds all parties thereto, their heirs, legatees deviaces, administrators, executors, successors an assigns. The term "beneficiary" shall mean the holder and owner, including piedgee, of the note secured hereby, whether or not named as a beneficiary hereby. In construing this deed and whenever the context so requires, the makerial. In construing this deed and whenever the context so requires, the makerial in context so requires the culine gender includes the feminine and/or neuter, and the singular number in cludes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and year first above written. Sobbara Sue (Nayden (SEAL) STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on third 19.73, before me, the undersigned, a February Notary Pathle in and for said county and state, personally appeared the within named.

GARY ALLENGHAYDEN AND BARBARA SUE HAYDEN, husband and wife ne personally known to be the identical individual. S. named in and who executed the foregoing instrument and acknowledged to me that Description that 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 seal the day and year last above written. in Public for Oregon commission expires: 5.14-75 STATE OF OREGON $\left.\right\}$ ss. TRUST DEED I certify that the within instrument I certify that the within mistance 1st was received for record on the MARCH 19 73 at 3:57 o'clock MM, and recorded 1550 o'clock MM, and recorded 2150 or page 2150 Re recorded to correct page number STATE OF OREGON, County of Klamath ss. COON'T USE THIS (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE in book M 73 on page Filed for record at request of: Record of Mortgages of said County. KLAMATH COUNTY TITLE CO Witness my hand and seal of County A. D., 19.73 on this 29th day of March PM. and duly at 3:38 o'clock INDEXED recorded in Vol. M 73 of Mortgages Page _3662____ WM. D. MILNE. County Clerk TEE \$ 4.00 Deputy. Fee Zanz 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 have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the trust deed (which are delivered to you herewith tagether with said pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith tagether 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 trust deed) and to reconvey, without warranty. To the parties designated by the foregoing trust deed. First Federal Savings and Loan Association, Beneficiary

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