J#0140/88 TA-28-4401 Vol 73 Page THIS TRUST DEED, made this 5th day of 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: Lot 17 OLD ORCHARD MANOR ADDITION IN THE CITY OF 29 KLAMATH FALLS, Klamath County, Oregon. 25 F :0 Contraction of the second seco which said described real property does not exceed three acres, togother with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges new or hereafter belonging to, dorived from or in anywise apper-taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigarating, watering and irrigation apparatus, equipment and fixtures, together with all awings, venetian billing to covering in place such as wall-to-wall carpeting and irrigation apparatus, equipment and fixtures, together with all awings, venetian billing to the purpose of securing performance of leum, shedes and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may horaditer acquire, for the purpose of securing performance of (\$10,800.00.) Dollars, with interest therein according to the terms of a promissory note of even date herewith, payable to the (\$10,800.00.) Dollars, with interest therein according to the terms of a promissory note of even date herewith, payable to henelicitary or order and made by the granter, principal and interest being payable in monthly installments of \$.75,555...., commencing the made the payment of such additional money. default, any balance remaining in the rearve account shall be credited to the default, any balance remaining in the reserve account shall be credited to the indificult of the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the part of such charges and other charges is not sufficient at any time for the part of the beneficiary upon as the count due, the grantor thall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary demand and if not paid within ten days after such deficit to the principal of the may not its option add the amount of such deficit to the principal of the obligation secured hereby. This trust deed shall further secure the payment of such additional money, any as may be loaned hereafter by the beneficiary to the granitor or others any as may be loaned hereafter by the beneficiary to the granitor or others or an interest in the blower described property frust deed is evidenced by a to or notes. If the hadebiciness scentred by this yments received by it upn re than one note, have beneficiary may credit payments received by it upn y of said notes on part of any payment on one note and part on another, the beneficiary may elect.

he beneficiary may elect. The grantor hereby covenants to and with the trustee and the beneficiary or that the said premises and property conveyed by this trust deed are not clear of all functionances and that the grantor will and his heirs, ators and administrators shall warrant and defend his said title thereto ators and administrators whomsoever.

nets and administrators shall warrant and defend his said title thereto inst the claims of all persons whoesever. The granutor covenants and agrees to pay said note according to the terms record and, when due, all taxes, assessments and other charges is having pre-formed by the keep said property into the terms and the claims of construction is property this trust deed; to complete all buildings in courses from the date on the date construction said bereafter commencell; to repair and restore by of the date construction makes within six memory for interdate therefore and in good works do not be damaged or destruction and pay, when due, all by for the date construction who do not be date to the terms and a property which may be damaged or destruction or langrowment on the interdate therefore; to allow beneficiary to rematerials unaritatively at the interdate therefore; to allow beneficiary to rematerials unaritation or sufficient within construction and premises to keep allow build buildings and unprovements now or to is incurred therefore; to allow beneficiary to rematerials unaritation or sufficient to to remain premises; to keep allow build buildings and improvements washed of said property all buildings, property sufficient within or or distructed on the interdate or sufficient to the remain premises; to keep allow board presents and improvements washed of said property all buildings, property are not against lows there all the terms within protein and the note of onlighting is more less than the negative remains and increasing the order and improvements washed to deliver of early and buildings and improvements in the same is and to deliver of classe in favor of the submy such policy of insume all be lower prime prove data of the second to all in a company of company and therefore and with individue of the information of the policy of insumes such policy of insume and hold by prime remains to terms when the hereficiary may in its own id policy primeurance for the herefit of the beneficiary may in the own an

nee. In order to provide regularly for the prompt payment of s or other charges and insurance premiums, the grantor beneficiary, together with and in addition to the mono fan and interest payable unler the terms of the note or sy, an amount equal to one-twelfth (1/12th) of the large sy, an amount equal to one-twelfth (1/12th) of the large and interests investigation of the taxes, macanination of the taxes, macanination of the taxes, macanination of the taxes of taxes of

unns, taxtes, taxtes, taxtes, associated and an and all taxtes, associated and any and all taxtes, associated and any and all taxtes, associated and and the property, or any part thereof while dread provides and taxtes, and all taxtes, and taxtes withorizes the h other charges level of shown by the statement seasures or other statement restatives, me which may h statement that purpose. The that purpose. GTCCB any any In

should the grantor fail to keep any of the foregoing covenants. Should the grantor fail to keep any of the foregoing covenants, richary may at its option carry out the same, and all its expenditur shall draw interest, at the rate spectre by the lien of this trust grantor on the heneficiary shall have not give the lien of this trust connection, the heneficiary shall have and also to make such repair improvements mande on said premises and deen necessary or advisable perty as in its sole discretion it may deen necessary or advisable the this

perty as in its sole discretion it may deem necessary or navisable. The grantor further agrees to comply with all laws, ordinances, regulations, remants, conditions and restrictions affecting said property; to pay all costs, remants, conditions and restrictions affecting said property; to pay all costs, or other costs and expenses of the trastee mourced in connection with enforcing this obligation, and trastee some anometic setting the sole appear in and letters or powers of the benefinary or trastee; and to pay all appear in and letters or powers of the hence the atorney's fees actually incurred , hereof or the traits needs of the hence there or trastee; and to pay all appear in and letters or powers of the hence the atorney's cost of the statistical to be a first statistic and expension of the hence the any such actions or proceeding in assandbe sum to be fixed by the court, in any such action or proceeding in side the hencicary or trustee may appear and in any such at brough by bene-icarly to forcelose this deed, and all said sums shall be secured by this trust icarly to forcelose this deed, and all said sums shall be secured by this trust

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The heneficiary 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 user the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosent on its own name, appendent in or defend any ne-tion or proceedings, or to eacts, to require that all or nexcess of the amount's such taking and, if it so for such taking, which and no recess of the amount's payable as compensation in such require that all or nexcess of the amount's next taking and if the or for such taking, which and no recess of the amount's payable as compensation in such proceedings shall be paid to the deferrance or incurred by the first upon any reasonnediciary in such proceedings, and the dress next such the indext deficiency is and the rements as shall at its one-price to take such accions and excent such instruments as shall be decessary in obtaining such compensation, promptly upon the beneficiary's request.

it is own expense, to balancing such compensations upon written request of the bene-te necessary in obtaining such compensation of this deed and the note for en-equest. 2. At any time and from time to time upon written request of the bene-fichary, payment of its fees and presentation on this deed and the note for en-classing the second second second second second second second individual of the second second second second second second individual second second second second second second second individual second second second second second second second individual second second second second second second second second individual second second second second second second second second individual second second second second second second second second individual second second second second second second second second and second second second second second second second second second are other agreement affecting this deed or the iproperty. Inguily entitled thereof, and are other agreement affecting the second se ease motion or creating and resided or the iten of ease motioned affecting this deed or the property hour warranty, all or any part of the property hours described as the "person or person as may be described as the "person or person as the there of any matters or facts shi detelopes thereof. Truster's fees for any of " this par beneficiary during the

\$5.00. As additional accurity, grantor hereby assigns to beneficiary durit ance of these trusts all rents, issues, royalites and profits of th frected by this deel and of any personal property located thereon, shall default in the syment of any indepts thall have the right formance of any agreement hereounder, grantor shall have the right

Intering upon and taking possession of said property, the collect issues and profits or the proceeds of fire and other insurance mantion or awards for any taking or damage of the property. In or release thereof, as aloresaid, shall not cure or waive any e of default hereunder or invalidate any act done pursuant pol-and omper cation

The grantor shall notify beneficiary in writing of any sale or cou-or sale of the above described property and furnish beneficiary on a upplied it with such personal information concerning the purchaser as ordinarily be required of a new loan applicant and shall pay beneficiary so charge.

Time is of the ume is of the essence of this instrument and upon default by the payment of any indebtedness secured hereby or in performance of any hereunder, the beneficiary may declare all sums secured hereby in-due and payable by delivery to the trustee of written notice of default in to sell the trust property, which notice trustee shall cause to be for record. Upon delivery of said notice of default and election to sell, clary shall deposit with the trustee this trust deed and all promissory documents evidencing expenditures secured hereby, whereupon the hall fix the time and place of sale and give notice thereof as then y law. еввенсе of this instrument

After default and any time prior to five days before the date tet Trustee for the Trustee's safe, the grantor or other person so ed may pay the entire amount then due under this trust deed and ignitions secured thereby (including costs and expenses actually incurred reling the terms of the obligation and trustee's and attorney's fees seeding \$50.00 each) other than such portion of the principal na would in he due had no default occurred and thereby cure the default. 7. the

8. After the lapse of such line as may then be required by law follow the recordation of said notice of default and giving of said notice of saie, trustee shall sell said property at the line and place fixed by him in said no of saie, either as a whole or in separate parcels, and in such order as he may termine, at public acucion to the highest blidder for cash, in lawful money of United States, payable at the time of saie. Trustee may postpone sale of a any portion of said property by public announcement at such time and place sale and from time to time thereafter may postpone the sale by public

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nouncement at the time fixed by the preceding postponement. The trustee a deliver to the purchaser his deed in form as required by law, coaveying the perty so sold, but without any covenant or warranty, express or implied, recitals in the deed of any matters or facts chall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the grau and the beneficiary, may purchase at the sale. The the

When the Trustee sells pursuant to the shall apply the proceeds of the trustee' the To which the Project sens paradiment to any powers paradimeters the expenses of the sale including the compensation of the trust crossonable charge by the attorney. (2) To the oblightion secure trust deed. (3) To all persons having recorded liens subsequent interests of the truster in the trust deed as their interests appe-order of their priority. (4) The surplus, if any, to the granter of deed or to his successor in interest entitled to such surplus.

(a) The first successor in interest entries to such suppose time appoint a successor or successors to any trustee named herein, or bi-successor it unsite appointed hereander. Upon such appointment and without evance to the successor it usite, the initian such appointment and without and duties conferred upon any trustee herein named or appointment and substitution shall be made by written instrument ex-by the beneficiary, containing reference to this it usit, be deed and its pla record, which, when recorded in the office of the county of containing reference to proper suppointment of the successor trustee.

1. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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 any action or proceeding: in which the granter, heneficiary or trustee shall be a party uniers such action or proceeding is brought by the trustee.

12. This deed applies to, interes to the benefit of, and blads all parties hereto, their heirs, legatees deviaces, administrators, executors, successors and assigns. The term "beneficiary" shall mean the bolder and owner, heliuding pictige, of the note scenred hereby, whether or not named as a beneficiary iterin. In construing this deed and whenever the context so requires, the mas-culine gender heliudes the feminine and/or neuter, and the singular number in cludes the piltral.

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

	al	f Chyon ((SEAL)
		1 Papa
		la C. Dupter (SEAL)
STATE OF OREGON County of Klamath		
THIS IS TO CERTIFY that on this day of	April	
Notary Public in and, for said county and state, personally appeared the within named		
WILL: E. BRYSON, JR. and LYNDA E. BRYSON, 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		
W IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my polarial seal the day and year last above written.		
	Xena	let V. Stown
(SEKI) A STATISTICS	Notary Public for My commission	
The second s		
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Loan No.		STATE OF OREGON) ss.
		County of Klamath $\int ss.$
TRUST DEED		
		I certify that the within instrument was received for record on the6th
		day of <u>APRTI</u> , 19.7.3.,
······	(DON'T USE THIS	at 11:31 o'clock AM., and recorded
	SPACE: RESERVED	in bookM.73 on page 4047
TO	LABEL IN COUN- TIES WHERE	Record of Mortgages of said County.
FIRST FEDERAL SAVINGS &	USED.)	Witness my hand and seal of County
LOAN ASSOCIATION		affixed.
Beneficiary		WM. D. MILNE
After Recording Return To: FIRST FEDERAL SAVINGS		County Clerk
540-Main-St.		But the C Drasil
Klamath Falls, Oregon	FEE \$ 4.CO	Deputy
2943564.5t.	1120 0 4000	

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

TO: William Ganong .. Trustee

DATED

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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 logelhor 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 same.

First Federal Savings and Loan Association, Beneficiary

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