

WITNESSETH:

property in Klamath County, Oregon, described as:

The following described real property situate in Klamath County, Oregon: Beginning at the most westerly corner of Lot 5 in Block 63 of Nichols Addition to Klamath Falls, Oregon; thence Southeasterly along the Easterly line of 8th Street, 40 feet; thence Northeasterly at right angles to 8th Street, 90 feet; thence Northwesterly and parallel with 8th Street, 40 feet to the Southerly line of Grant Street (formerly Franklin Street); thence Southwesterly along the Southerly line of Grant Street, 90 feet to the place of beginning, being a portion of Lots 5 and 6 of said Block and Addition, SAVING AND EXCEPTING the following described property: Beginning at the point on the Southerly line of Grant Street Northeasterly along said Southerly line which is 90 feet from the most Westerly corner of Lot 5, Block 63, Nichols Addition to Klamath Falls, Oregon; thence Southeasterly parallel with 8th Street 40 feet; thence Southwesterly parallel with Grant Street 7 feet; thence Northwesterly parallel with 8th Street 40 feet to the Southerly line of Grant Street; thence Northeasterly along said Southerly line 7 feet to the place of beginning.

place of beginning. which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, wiring and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well as wall carpeting and linoleum, shades and bulkheads, 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 grantor has or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of \*THIRTEEN THOUSAND FIVE HUNDRED AND NO/100\* (\$ 13,500.00 ) Dollars, with interest thereon according to the terms of a promissory note of even date with this deed payable to the beneficiary of said deed and made by the grantor, principal and interest being payable in monthly installments of \$ 111.60 commencing August 15, 1974.

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

The grantor hereby covenants to and with the trustee and the beneficiary 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.

[illegible][illegible]

While the attorney is to pay any and all taxes, assessments and other charges levied or assessed against said property, or on any interest in or income from said property, the same begin to bear interest and the payments are to be made through the bona fide policy upon said property. The grantor hereby authorizes the beneficiary to pay the same through the attorney, and the attorney is authorized to pay the same, and all taxes, assessments and other charges levied or assessed against said property in the amounts as shown by the statements to proof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives, and in charge said sums to the principal of the loan or to withdraw the same for that purpose. The grantor cedes the reserve account, if any, to the beneficiary responsible for failure to have any insurance in event of loss or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, and is to use the same for the protection of or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, and is to use the same to compromise and settle with any insurance company and to apply any sums to compromise and settle with any insurance company for the benefit of the insured. In such event the amount of the indebtedness for payment and satisfaction in cash or in kind of the amount of the indebtedness for payment and satisfaction in cash or in kind or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the individual or individuals if the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due; the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may, at its option add the amount of such deficit to the principal of the sum of \$50,000.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may, at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said premises as, in its sole discretion it may deem necessary or advisable.

[illegible]

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 respectfully urged that

15. In the event that any portion of any said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence proceedings in its own name, appropriate to the exercise of the right, to require that all or any portion of the money's payable as compensation for such taking, which shall be the amount actually paid to pay all such claims, be paid to the beneficiary. The amount so payable as compensation for such proceedings, shall be paid to the beneficiary and applied to it first upon any reasonable costs and expenses incurred, and the fees necessarily paid by the beneficiary in such proceedings, and the costs incurred by the beneficiary in obtaining such compensation, promptly upon the beneficiary's request.

[illegible]

10. As an additional security, grantee hereby assigns to beneficiary during the continuance of these trust all rents, issues, royalties and profits of the property interest affected by this lease and of any personal property located thereon. Until payment of the full cost of the payment of any judgments secured hereby or until the performance of any agreement hereunder, a grantor shall have the right to redeem all such rents, issues, royalties and profits by paying to beneficiary the sum of one-half of all such rents, issues, royalties and profits by or on behalf of the grantor, in advance of any default by the grantor hereunder, the balance due and unpaid, at any time without notice, either in person, by agent or by a duly authorized attorney-in-fact, and without regard to the time when the same were due and payable. The right to be appointed by a court, and without regard to the time when the same were due and payable, to take possession of the property for the indebtedness secured by this lease, shall be retained by the grantor for the purpose of paying to his own name sue for or otherwise collect said property, and the same shall be deemed to be paid to the beneficiary for the purpose of this lease and profits, including those past due and unpaid, and application of the same, less costs and expenses of operation and maintenance, shall be made to such order as the beneficiary may direct.



8613

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits 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 release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

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

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not 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 sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

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

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the trust deed; (4) To the trustee in the trust deed as their interests appear in the order of their priority; (5) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

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 without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which 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 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 binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including assignees, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine 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.

*Wilfred A. Steffenson* (SEAL)  
*Delores M. Steffenson* (SEAL)

STATE OF OREGON  
County of Klamath

ss.

July

1974

THIS IS TO CERTIFY that on this 10th day of

Notary Public in and for said county and state, personally appeared the within named  
**Wilfred A. Steffenson and Delores M. Steffenson, 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 seal the day and year last above written.

*Sherald V. Braun*  
Notary Public for Oregon  
My commission expires: 11-12-74

Loan No.  <b>TRUST DEED</b>  TO <b>FIRST FEDERAL SAVINGS &amp; LOAN ASSOCIATION</b> Beneficiary After Recording Return To: <b>FIRST FEDERAL SAVINGS</b> 540 Main St. Klamath Falls, Oregon	STATE OF OREGON County of Klamath ss.  I certify that the within instrument was received for record on the 15th day of JULY, 1974, at 12:45 o'clock P. M., and recorded in book 274 on page 8612 Record of Mortgages of said County.  Witness my hand and seal of County affixed.  H. D. MILAN County Clerk <i>Hazel Dragic</i> Deputy
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#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Gorman, Trustee

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 held by you under the same.

First Federal Savings and Loan Association, Beneficiary

DATED: \_\_\_\_\_