TRUST DEED

THIS TRUST DEED, made this 7th day of February

, 19 75, between

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JACK D. DILLAVOU, a single man

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 4 in Block 3 of FIRST ADDITION TO NIMROD RIVER PARK, Klamath County, Oregon.

õ RECEIVED

which said described real property does not exceed three acres, together with all and singular the appurtonances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appearance, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appearance to the above described premises, and all plumbing, lighting, heating, ventilating, dir-conditioning, retrigorating, watering and irragation to appearance, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line appearance 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 appliances now or hereafter installed in or used in connection with 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 appliances now or hereafter installed 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 belonging to describe and the property of the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter belonging to describe a profit of the purpose of securing performance of the profit of the p

each agreement of the granter herein contained and the payment of the sum of TEN THOUSAND EIGHT HUNDRED AND NO/100 (5.00.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to the beneficiary or order and made by the granter, principal and interest being payable in monthly installments of S. 30.72 commencing

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This trust deed shall further secure the payment of such additional money, as may be loaned hereafter by the beneficiary to the grantor or others as an interest in the above described property, as may be evidenced by as or noire. If the lindebrdness 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 hereby covenants to and with the trustee and the beneficiary herein that the raid premises and property conveyed by this frust deed are free and clear of all encumirances 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.

sutors and administrators shall warrant and defend his said the threetomst the claims of all persons whomsovert.

The grantor covenants and agrees to pay said note according to the terms of and, when due, all taxes, assessments and other charges levied against property; to keep said property free from all encumbrance construction and prometers within six encursaries constructed on and premises within six constructed on the date of or the date construction is hereafter communical, to repair and restored to the said of the date construction is hereafter communical, to repair and restored and pay, when due, all property which may be damaged detarged and pay, when due, all property which may be damaged detarged and pay, when due, all property which fifteen to allow benefits to inspect said property at all restored to the said property and allow the said of the said property and said property and the said property and the consideration of the said property in good repair and to commit or suffer wasts of said premises; to keep all buildings, property and improvements now or hereafter erected on a said premises continuously insured against loss fire or such other hazards as the beneficiary may from time to time require or such other hazards as the beneficiary may from time to time require any may be deliver the original piloty of insurance in currer for any and the deliver the original piloty of insurance in currer for any and the deliver the original piloty of insurances and continuously insured against loss of the hereficiary may for insurance for the beneficiary may for insurance and with minum paid, to the principal piace of business of the hereficiary and piloty of insurance in ourer for formal and with minum paid, to the principal piace of business of the hereficiary and piloty of insurance in ourer for formal piloty and piloty of insurance in our of the hereficiary and piloty of insurance in our of the hereficiary and piloty of insurance in our of the piloty of insurance in our of the piloty of insurance in our

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

The grantor further agree to comply with all laws, ordinances, regul overants, conditions and restrictions affecting said property; to pay all fees and expenses of this true, laciding the cost of title search, as the other costs and expense of the trustee incurred in connection with enforcing this obligation, and trustee's and attorney's fees actually into appear in and defend any action or proceeding purporting to affect the ity hereof or the rights or powers of the beneficiary or trustee; and to costs and expenses, including out of evidence of title and attorney's fee reasonable sum to be fixed by the court, in any such action or proceed which the beneficiary or trustee may appear and in any said brought by ficiary to foreclose this deed, and all said sums shall be accured by this deed.

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

It is mutually agreed that:

under the right of eminent domain or condemnation, the beneficiary shall be taken the right of eminent domain or condemnation, the beneficiary shall be the right to commence, powered in its own name, appear in or defend any tion or proceedings, or to make any compromise or sectiment in connection we such taking and, if it is client, to require that all or any portion of the mone payable as compensation for such taking, which are in excess of the smooth of the control of the control

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- 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 leies or compensation or awards for any taking or damage of the property, the application or release thereof, as aloresaid, shall not cure or waire any lault or notice of default hereunder or invalidate any act done pursuan such notice.

- required by law.

 7. After default and any time prior to five days before the date
 by the Trustee for the Trustee's sair, the grantor or other person
 privileged may pay the entire amount then due under this trust deed
 the olligations secured thereby (including costs and expenses actually incu
 in enforcing the terms of the obligation and trustee's and attorney's
 not exceeding \$50.00 each) other than such portion of the principal a's
 not then be due had no default occurred and thereby cure the default.
- not then be due has no detaut occurred and unreap cure the desauts.

 8. After the lapse of such time as may then be required by law folic the recordation of said notice of default and giving of said notice of said trustee shall sell said property at the time and place fixed by him is said of saie, either as a whole or in separate parcels, and in such order as he me termine, at public auction to the highest bidder for cash, in lawful money or initial States. Davable at the time of, said. Trustee may postpone saie of;

- deed or to his successor in interest entitled to such surplus

 10. For any reason permitted by law, the heneficiary matime appoint a successor or successors to any trustee named hisuccessor trustee appointed herounder. Upon such appointment as
 veyance to the successor trustee, the latter shall be vested with
 and duties conferred upon any frustee herein named or appointed
 such appointment and substitution shall be made by written inst
 by the heneficiary, containing reference to this trust deed a
 record, which, when recorded in evolute of the county circle or
 county or counties in which the property is situated, shall be coproper appointment of the successor trustee.
- country or countries in which the property is situated, shall be continuously proper appointment of the successor truster.

 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 herter of pending see 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 the proceeding and the successor of the notes seatered hereby, whether or not named owner, neededly bridger, of the note secured hereby, whether or not named owner, neededly herebe. In construing this deed and whenever the context so requires, the massuine gender includes the femilane and/or neutre, and the singuisr number in-

IN WITNESS WHEREOF, said grantor he	me and place of the by public and cludes the plural.	nd seal the day and year first above written.
		(SEAL)
ary Public in and for said county and state, per	avou a single mar	
me personally known to be the identical individual. The same freely and voluntarily for the same freely and voluntarily freely freel	named in and who executed	the foregoing instrument and acknowledged to me the expressed.
PALI	Notary Public to My commission	r Cregon S-14.76
Loan No		STATE OF OREGON \ County of Klamath \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
TRUST DEED	(DON'T USE THIS SPACE: RESERVED FOR RECORDING	I certify that the within instrument was received for record on the 10 day of PEBRUARY 19.75 at 10;55 o'clock A.M., and recorded in book M. 75 on page 1629. Record of Mortgages of said County.
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	LABEL IN COUNTIES WHERE USED.)	Witness my hand and seal of County affixed.
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	:•	By Klag of January Clerk Deputy
Kilania -	FEE \$ 4.00	

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

51711)	- Ganona	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 or 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 dolivered 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.

<u>8</u> cm9.		First Federal Savings and Loan Association, Bene	eliciary
		by	
DATED	19		