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## TRUST DEED

THIS TRUST DEED, made this 11th day of September

RUTH K. POCH, A Single woman

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:

The Southeasterly 58.0 feet of Lot 18 and the Northwesterly 22.0 feet of Lot 19 of Winema Gardens, according to the official plat thereof on file in the records of Klamath County, Oregon.

which said described real property is not currently used for agricultural,

timber or grazing purposes

with Control of the grant of the grantor herein contained and the payment of the sum of TWENTY THREE THOUSAND SIX HUNDRED

(23.600.00 Dollars, with interest thereon according to the terms of a promissory note of even date beginning in the grantor periods, with interest thereon according to the terms of a promissory note of even date beginning and line or used in connection with the doore leave the sum of the built of periods of 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, 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, for the purpose of securing performance of the grantor has one may hereafter acquire, for the purpose of securing performance of any not set and the payment of the sum of TWENTY THREE THOUSAND SIX HUNDRED any authorized

The trust deed shall forther secure the payment of such additional money, default, any balance remaining in the reserve account shall be credited to the

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 above described property, as may be evidenced by a 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 upon 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.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover.

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 thereof and, when due, all taxes, assessments and other charges levied against thereof and the terms of the 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, when due as the costs incurred therefor; to allow beneficiary to inspect said property as all times during construction; to replace any work or materials entertied the costs incurred therefor; to allow beneficiary to inspect said property at times during construction; to replace any work or materials entertied to the constructed on adia premises; to keep all buildings and improvements now or hereafter erected upon said property and implementation of the constructed on said promises; to keep all buildings, property and improvements now or hereafter erected upon said property in buildings, property and improvements now or hereafter erected upon said property in buildings, property and improvements now or hereafter erected upon the premises continuously insured against loss by fire or such other than the original principal sum of the note or olligation in a sum other than the original principal sum of the note or olligation in a sum other than the original principal sum of the note or olligation in the property in the property of the such property and the property of the sum of the property of the property of the sum of the property of the property of the property of the sum of the property of th

Exhibit A is attached hereto and is hereby incorporated and made part of this Trust
Deed as if fully set forth herein.

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, section ments are to be made through the beneficiary, as aforesaid, section ments are to be made through the beneficiary, as aforesaid, assessments nereby authorizes the beneficiary to pay fictary, as aforesaid, assessments and other charges levide or imposed against any properties the amounts as shown by the statements thereof furnished by the coefficient of the amounts shown on the statements submitted by the coefficient of the amounts shown on the statements submitted the properties of the regree account, if any, established for that purpose. The granton spatial in no event to hold the beneficiary responsible for failure of the properties of the regree account, if any, established for that purpose. The granton years ance written or for any loss or damage growing out of a effect in any insurance properties and estite with any lord computing the amount of the indebteness for payment and satisfaction in full or upon sale or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the indebtedness. If Shafreserve 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 deflicit to the beneficiary upon demand, and if not paid within ten days after such demand, the Chenfelary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fall 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 truck deed in the 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 property as in its sole discretion it may deem necessary or advisable.

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 scarch, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's cess 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 action or proceeding in which the beneficiary or trustee may appear and in any auth rought 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 money's payable as compensation for such taking, which are in excess electessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and such proceedings, and the balance applied upon the indebtedness sections and the grantor agrees, at its own expense, to take such actions and execute 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 continuance of these trusts all renta, issues, royalities and profits of the property affected by this daniel of any personal property located thereon. Until grantor shall idealth temperature and indebtedness secured hereby or in the performance and success and profits and possible are payment of any indebtedness secured hereby or included and payable. Upon any default by the grantor hereunder, the beneficial data and payable. Upon any default by the grantor hereunder, the beneficial way at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any executity for the indebtedness hereby accured, enter upon and take possession and the profits, including those past due and unpoid, 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 henciciary may determine.

