

THIS TRUST DEED, made this 3rd day of October, 1975, between  
BEVERLY S. SMITH \* \* \*  
as grantor, William Ganong, Jr., as trustee, and  
[illegible] corporation organized and

WITNESSETH:

WITNESSETH:

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 437 in Block 126 of MILLS ADDITION TO THE CITY OF KLAMATH FALLS,  
Klamath County, Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes

which said described premises, together with all and singular the appurtenances, tenements, hereditaments,  
timber or grazing purposes  
~~and all other real property belonging thereto~~, 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 appar-  
taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation  
apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum,  
shades 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 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 SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100  
(\$16,800.00) 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 grantor, principal and interest being payable in monthly installments of \$135.20 commencing  
November 15, 1975.  
If at any time additional money, default, any balance remaining in the reserve account shall be credited to the  
reserve account for taxes, assessments, insurance premiums  
for the payment of such charges.

November 13

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereunder by the beneficiary to the grantor or others having an interest in the above described property. This trust deed is evidenced by a note and notes in the indebtedness secured by this trust deed is evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by a note or notes, the beneficiary may credit payments received by it for the principal of more than one note, the beneficiary may credit payments on one note and part on another, and may set off 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]

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

[illegible]

any authorized person, any balance remaining in the reserve account shall be credited to the default, any balance remaining in the reserve account for taxes, assessments, insurance premiums and other charges shall not be sufficient at any time for the payment of such charges indebtedness. If the reserve account is not sufficient at any time for the payment of such charges and other charges, the grantor shall pay the deficit to the beneficiary upon demand, and as the same 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 obligation secured hereby.

may at its option carry out the same, and all its expenditures therefor shall be a first lien in priority to all other liens upon the property. 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 be a first lien in priority to all other liens upon the property. For so long as the grantor shall remain in default of any of the foregoing covenants, the beneficiary may at its option demand and shall be secured in the full amount of the principal of the trust fund, together with interest thereon, by the lien of this trust deed. In the event the grantor shall fail to keep any of the foregoing covenants, this connection, the beneficiary shall have the right in its discretion to complete the improvements, and the beneficiary shall have the right to require the grantor to make 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.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, taxes and expenses of the trust, including the cost of title insurance, and all fees and expenses of and expenses of the trustee including the cost of attorney's fees actually incurred; to execute and deliver all documents and to do all things necessary to carry out this obligation, and trustee's action or proceeding purporting to affect the security of the trust shall be binding on the beneficiary or trustee; and to pay all taxes hereof or defend any and defend any action or proceeding brought by the beneficiary or trustee to be fixed by the court, in any such action or proceeding the costs and expense to be fixed by the court, in any such action or proceeding brought by the beneficiary or trustee may and shall be secured by this trust deed, and the beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and written request therefor as

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:

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in court, defend against, compromise or settle such proceedings, or to refuse to do so, at his/her sole discretion; provided that upon such taking and compensation for such taking, which may include excess of the amount required to pay all reasonable costs and attorney's fees necessarily incurred by the beneficiary in such proceedings, shall he/she receive the balance actually paid or recovered from such actions secured hereby; and the insurance proceeds applied upon the taking of such action and exorbitant amounts as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for cancellation, (in case of full reconveyance, for the antecedent), without the trustee may (a) disburse, (in case of full reconveyance, for the antecedent), (b) join in granting liability to the person for the payment of the indebtedness; (c) join in granting liability to the making of any map or plat for the same; (d) join in any reconveyance or creating this deed or the lien or mortgage; (e) join in any reconveyance, or other guaranty, all or any part of the fee of the grantee in any reconveyance, or other guaranty, all or any part of the fee of the grantee in any reconveyance may be described as the "proper" matters or facts legally entitled thereto, and the recitals thereof, in such matters or facts shall be the basis of the deed of the trustee. Trustee's fees for any of the services in this paragraph shall be \$5.00.

[illegible]

which vendee assumes, and will together with one of these agreements **Bank of Oregon, at** instruction in form satisfactory to accept the balance of the purchase price deliver said instruments to vendee and said instruments to vendor.

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 recording 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 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 as 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 interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) 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 pledgee, 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.

*Beverly S. Smith* (SEAL)

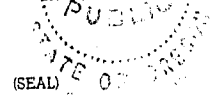
STATE OF OREGON } ss.  
County of Klamath

THIS IS TO CERTIFY that on this 6<sup>th</sup> day of October, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

BEVERLY S. SMITH

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that she 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.



*Richard Owens*  
Notary Public for Oregon  
My commission expires: 5-14-76

Loan No. \_\_\_\_\_

## TRUST DEED

TO  
GRANTOR  
FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION  
Beneficiary

After Recording Return To:  
FIRST FEDERAL SAVINGS  
540 Main St.  
Klamath Falls, Oregon

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUNTIES WHERE  
USED.)

FEE \$ 6.00

STATE OF OREGON } ss.  
County of Klamath

I certify that the within instrument was received for record on the 6th day of October, 1975, at 3:48 o'clock P. M., and recorded in book M. 75 on page 12292 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. NILNE County Clerk  
By *Hazel Drayton* Deputy

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premiums while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appraisal value of the property at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/12 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor interest on said amounts at a rate not less than the highest rate authorized to be paid by banks on their open pass book accounts minus 3/4 of 1%. If such rate is less than 4%, the rate of interest paid shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest due.

which vendee assumes, and will together with one of these assignments Bank of Oregon, at \_\_\_\_\_, paid the balance of the purchase price and deliver said instruments to vendee, by said instruments to vendee.