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TRUST DEED

, 19 75 , between THIS TRUST DEED, made this 17thtay of October JERRY T. BATSELL AND JERI-LYNN BATSELL, Husband and Wife

riest 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 trusies, in trust, with power of sale, the property in Klamath County, Oregon, described as:

The Southwesterly 35 feet of Lot 7 and the Northwesterly 30 feet of Lot 8 in Block 4 of FIRST ADDITION TO TONATEE HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

against the claims of all persons whomsoever.

The granter covenants and agrees to pay said note according to the ferms thereof and, when due, all taxes, assessments and other charges levied against the claims of the control of the

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

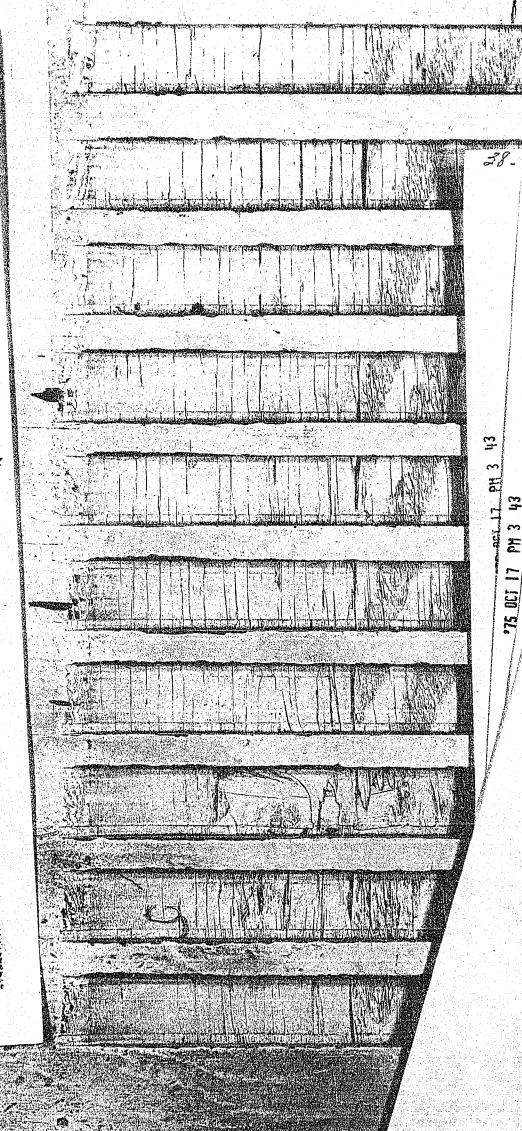
Should the grantor fall to keep any of the foregoing covenants, then the reliciary may at its option carry out the same, and all its expenditures therselficiary may be interest at the rate specified in the note, shall be repayable by syrantor on demand and shall be secured by the lien of this trust deed, a connection, the beneficiary shall have the right in its discretion to complete y improvements made on said premises and also to make such repairs to said prefix 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 coats, of the depense of the trust, including the cost of title scarce, as well as fees and expenses of the trustee incurred in connection with or the other costs an expense of the trustee incurred; the connection with or in enforcing this obligation, and trustee's and attorney's fees conflict the security appear in an effect on proceeding purporting offfect the security thereof or crustee, including cost of evidence of title and attorney's fees in a costs and expense in cluding cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such cattorn or proceeding in the confliction or proceeding in the control of the confliction of th

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 the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or detend any action or proceedings, or to make any compromise or satisfacts in connection with tolling and, if it as cletca, to require that all or any portion of the money's such taking and, if it as cletca, to require that all or any portion of the money apale as compensation for such taking, which are in access of the amount required to pay all reasonable costs, expenses, and that loe paid to the beneficiary or facurated by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's and applied upon the indebtoness secured nearly; and the grantor agrees, balance applied upon the indebtoness secured hereby such instruments as shall all so on expense, to take such actions and execute such instruments as shall all so one expense, to take such actions and execute such instruments as shall all the own expense.



12989 proper appointment of the successor Irustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee a not obligated in notify of party hereto of pending sale under any other deeds that of the party perty hereto of pending sale under any other deeds that of the party of trustee and any action a proceeding in which the grantor, beneficiary for trustee shall be a party unless such action or proceeding is brought by the trustee.

Hereto, This deed applies to, inure to the herefit of, and binds all parties assigns. The term "beneficiary" whall mean the holder and owner, including pledgee, of the note secured hereby, whether both named as a beneficiary define. In construing this deed and whenever the cost named as a beneficiary defined in construing this deed and whenever the cost named as a beneficiary defined and of the construing this deed and whenever the action and a singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. STATE OF OREGON } October IN TESTIMONY WHEREOF, I have UPLIC (SEAL) OF Notary Public for Oregon My commission expires: 11-12-78 Loan No. STATE OF OREGON Stands State of Klamath ss. TRUST DEED I certify that the within instrument was received for record on the M., and recorded at ... in bookon page TO Record of Mortgages of said County. FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Witness my hand and seal of County affixed/ After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon County Clerk REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 stantle, 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 First Federal Savings and Loan Association, Beneficiary

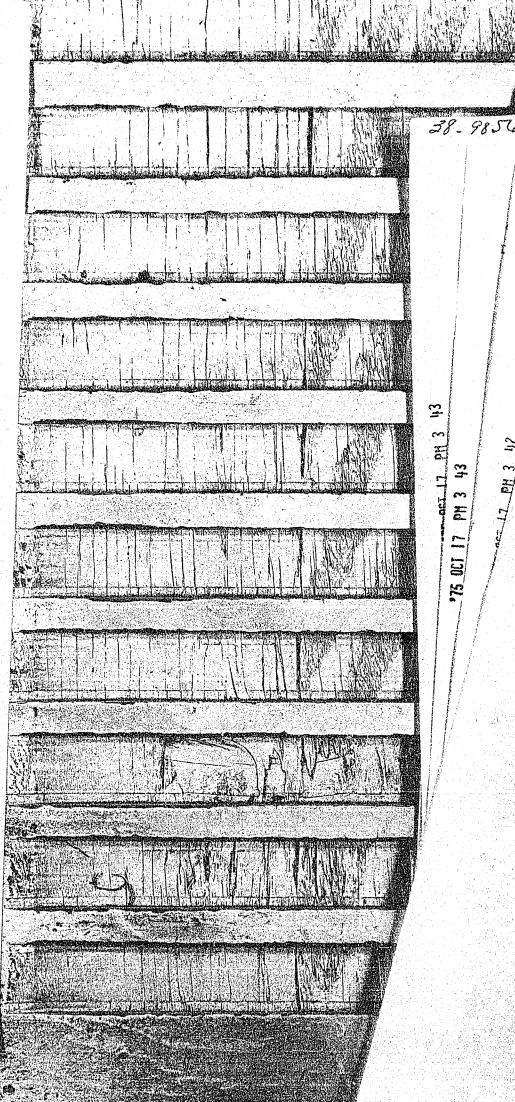


EXHIBIT A

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 theloan 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 passbook 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.

STATE OF CREGON; COUNTY OF KLAMATH; 55 Filed for record of request of Mountain Title Company

this 17th day of October A. D. 1975 of 3:01 o'clock PAI duly recorded in Vol. __M75 _, of __Mortgages

Fee \$9.00

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The action