

19 76 between

WITNESSETH:

SEE ATTACHED

August 27 1922

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 notes 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.

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 whenever.

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 said property; to keep said property and all buildings in course of construction or hereafter erected on said premises within six months from the date of completion of the date construction is hereafter commenced, repaired, improved or promptly and in good workmanship damaged or destroyed and pay, when due, all costs incurred to allow beneficiary to inspect said property and, if unsatisfactory, to replace any work or materials; to give notice from beneficiary of such beneficiary within fifteen days after building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter constructed upon said property in good repair; to insure said property and improvements now or hereafter erected on the premises continuously insured against loss by fire or such other perils as the beneficiary may from time to time require, not less than the original principal sum of the policy and the obligation secured by this trust deed, in a company of insurance in correct form and with delivery to and deliver the proceeds of the policy to the beneficiary attached and approved loss adjuster; to pay the cost of the policy of insurance, at least in minimum paid, to the principal place of business of the policy of insurance; fifteen days prior to the effective date of the policy, the beneficiary may in its own discretion obtain a policy of insurance for the benefit of the policy; which insurance shall be non-cancelable by the grantor during the full term of the policy thus

discretion obtainable by the grantor during the full term of the policy shall be non-cancelable by the grantor during the full term of the policy obtained.

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, insurance premium while the indebtedness secured hereby in excess of 80% per centum of the original purchase price paid by the beneficiary at the time the loan made or the beneficiary's original advance hereunder in addition to the monthly payments was made, grantor will pay to the lender payable under the terms of the note or obligation secured hereby principal and interest payable on principal and interest an amount equal to 1/2 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/3 of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect; the beneficiary, Beneficiary shall pay to the grantor interest on said advances at a rate not less than the highest rate authorized by law; provided that their open pastbook accounts minus 3/4 of 1%, if the rate is less than 4%, the rate of interest paid shall be 4%. Interest shall be paid quarterly to the grantor by crediting monthly balance in the account and shall be paid in full upon maturity.

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 and other charges levied or imposed to be made through the beneficiary, or any part thereof, the grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof 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 carrier, or their representative and to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to make such insurance written or for any loss or damage growing out of a defect in the insurance policy, and the beneficiary hereby is authorized to apply any part of a defect in the insurance policy and settle with any insurance company in the event of a loss without compromise and to execute all receipts, bills, full or upon sale or other payments, receipts upon the obligations secured by this trust deed, in computing the

acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If any authorized 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

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 for such repairs, interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien in 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

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 the cost of the trustee incurred in connection with the enforcing this obligation, and trustee's and attorney's fees and expenses incurred in enforcing this obligation, and trustee's and attorney's fees and expenses incurred to appear in and defend any action brought by the beneficiary or trustee; and to pay all liability hereof or the right of the beneficiary or trustee to sue for the same, and to pay all expenses, including cost of evidence of title and attorney's fees and expenses, incurred by the trustee or attorney in and about the enforcement of this reasonable sum to be fixed by the court, in and about the enforcement of this obligation, the beneficiary or trustee, and in any suit brought by beneficiary or trustee, and the first, and all said sums shall be secured by this trust.

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

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 and defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so desires, require that all or any portion of the money's worth of such taking, which are in excess of the fair market value of the property, be compensation for such taking, which are in excess of the fair market value required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor or beneficiary in such proceedings, shall be paid to the beneficiary and applied to the benefit of the beneficiary. In such proceedings, the beneficiary shall be responsible for any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings and the grantor agrees, that the balance applied upon the indebtedness of the beneficiary to the grantor shall be reduced by the amount of such costs, expenses and attorney's fees and such actions and execute such instruments as shall be required by the beneficiary 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 enforcement (in whole or in part) for cancellation, without affecting the liability of any person for the payment of the indebtedness, the trustee shall consent to the making of any map or plan thereon, (c) join in any subordination of any easement or creating of any other encumbrance, (d) join in any conveyance or mortgage of the property, (e) join in any release of the property without warranty, all or any part of the property, (f) join in any deed, mortgage or other instrument, and (g) execute any other instrument, all as may be necessary or proper to carry out the purposes of this deed. The absence may be described as a release of the property, (h) join in any deed, mortgage or other instrument, and (i) execute any other instrument, all as may be necessary or proper to carry out the purposes of this deed. The recitals and statements thereof, Trustee's fees for any of the services in this paragraph shall be paid by the beneficiary.

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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 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 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 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.

Wilson D. Parker (SEAL)

Vivian B. Parker (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 8 day of July, 1976, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named WILSON D. PARKER and VIVIAN B. PARKER, 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.

Robert A. Teicher
Notary Public for Oregon
My commission expires: 10-13-78

<p>Loan No. _____</p> <p>TRUST DEED</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TO _____ Grantor</p> <p>FIRST FEDERAL SAVINGS & LOAN ASSOCIATION</p> <p>Beneficiary</p> <p>After Recording Return To:</p> <p>FIRST FEDERAL SAVINGS</p> <p>540 Main St.</p> <p>Klamath Falls, Oregon</p>		<p>(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.)</p> <p>STATE OF OREGON } ss. County of Klamath</p> <p>I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ Record of Mortgages of said County.</p> <p>Witness my hand and seal of County affixed.</p> <p>_____ County Clerk</p> <p>By _____ Deputy</p>
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REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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

by _____

DATED: _____, 19____

DESCRIPTION

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A parcel of land situate in the South half of Southwest quarter of Northwest quarter of Section 20, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter of said Section 20; thence North 00° 21' 40" East along the West line of said Section 20, 301.29 feet; thence leaving said West line North 89° 56' 43" East 35.00 feet to the Easterly right of way line of the County Road and the point of beginning of this description; thence continuing North 89° 56' 43" East 1302.05 feet; thence South along the East line of said South half of Southwest quarter of Northwest quarter to the Southeast corner thereof; thence West along the South line of said South half of Southwest quarter of Northwest quarter to the Easterly right of way line of said County Road; thence North along the Easterly line of said County Road to the point of beginning of this description.

EXCEPTING THEREFROM a parcel of land situated in the Northwest quarter of Section 20, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Commencing at a bolt at the intersection of the centerlines of Reeder Road and Short Road, county roads, and marking the Southwest corner of said Northwest quarter; thence South 89° 59' 50" East along the South line of said Northwest quarter, 30.00 feet to the Easterly right-of-way line of said Reeder Road; thence North 00° 21' 40" East along said right-of-way line, 158.56 feet to the point of beginning for this description; thence continuing North 00° 21' 40" East along said right-of-way line, 142.76 feet; thence North 89° 56' 43" East, 1307.05 feet to a 5/8 inch iron pin; thence South 00° 17' 02" West along the East line of the Southwest quarter Northwest quarter, 143.42 feet to a 1/2 inch iron pin; thence South 89° 58' 27" West, 1307.24 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that certain lateral constructed or to be constructed by the United States running down the West line of Section 20 to the Northwest corner of the Southwest quarter of said Section 20, a strip 10 feet wide on each side of center line being required therefor, and also all canals and ditches of the Old Ankeny System as conveyed to the United States of America by deed recorded December 21, 1907 in Volume 23, page 403, Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO
this 14th day of JULY A. D. 1976 at 12:17 o'clock PM. on
duly recorded in Vol. M 76 of MORTGAGES on Page 10663
FEE \$ 9.00

W. D. MILME, County Clerk

By [Signature]