

SEE ATTACHED DESCRIPTION

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining 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 well-to-wall carpeting and linoleum, shades and 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 FIFTEEN THOUSAND SIX (\$ 15,600.00...) Dollars, with interest thereon according to the terms of a promissory note executed by the grantor, heretofore, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 158.25 commencing March 20 1977 NO/100-

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.

The grantor covenants and agrees to and shall say noed according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances except as provided hereunder; for this trust deed; to complete all buildings in course of construction or hereafter to be constructed by the beneficiary within six months from the date hereof or the date construction is commenced by the beneficiary; to insure the same promptly and in good workmanlike manner any building or improvement thereon against fire and other hazards; to pay the premiums for such insurance and the costs incurred therefor; may be damaged or destroyed and pay, when due, all times during construction; to replace any work or structure damaged or destroyed by beneficiary within fifteen days after written notice from beneficiary of such destruction or said premises; any building or improvements now or hereafter constructed on said premises; to keep all buildings, property and improvements hereafter erected upon said property in good repair and to improve the same; to pay the cost or waste of said premises; to keep all buildings, property and improvements now or hereafter constructed on said premises in good repair and to improve the same; to insure the same against fire or such other hazards as the beneficiary continuously insured against loss in a sum not less than the original principal sum of the note or notes required, and to deliver to the beneficiary the proceeds of such insurance upon the occurrence of a fire or other such hazard; to pay the premiums for such insurance in correct form and with the premium paid, to the principal place of business of the beneficiary at least six months prior to the effective date of any such policy of insurance. If the beneficiary shall fail to obtain insurance for the benefit of the beneficiary, the grantor shall obtain insurance for the benefit of the beneficiary, and the policy thus obtained shall not be cancellable by the grantor during the full term of the policy thus 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 and insurance premium while the Indebtedness remains in force, an interest of 80% of the lesser of the original purchase price paid by the grantor at the time the note was made or the beneficiary's original appraisal value of the property at the time the loan principal and interest payable on the note is payable an amount equal to 1/12 of the date installments on principal and interest are payable or obligation secured hereby shall be paid by the grantor to the beneficiary on or before the 15th day of each month of the taxes, assessments, and other charges due and payable with respect to said property and each succeeding 12 months and also 1/30 of the insurance premium payable with respect to said property and each succeeding three years while this Trust Deed is in effect as estimated and directed by the beneficiary. The beneficiary shall pay to the grantor in interest on said amounts at a rate not less than the lowest rate then paid by banks on their open passbook accounts minus 3/4 of 1%. If such rate is less than 6% the rate of interest paid shall be 4%. Interest shall be computed on the average monthly balance. In addition the interest shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest.

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 any insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. 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 carriers or their representatives. To subrogate 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 out of a defect in any insurance policy, and the beneficiary agrees not to hold the grantor out of any loss, to compromise or settle with any insurance company, or to incur such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness 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 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 obligation secured hereby.

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

[illegible]

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:

1. In the event that any portion or all of said proceeds 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 and defend any such proceedings, or to make any compromise or settlement in connection with such proceedings, and to receive all that or any portion of the money required to pay all reasonable costs, expenses and attorney's fees necessary and applied by it first, upon such proceedings, shall be paid to the beneficiary fees necessarily paid or incurred by the beneficiary in such proceedings, and any amount applied upon the indebtedness secured hereby; and the Grantor agrees that it will execute such instruments as shall be necessary in obtaining such compensation.

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 of any person for the full independence, the trustee may (a) consent to the making of any map or plat of the land, (b) join in granting any easement or creating and restriction thereon, (c) join in any deed without warranty, or any part of the property. The grantee in any conveyance may be described as the "person or persons to be benefited thereby" and the recitals thereof in any matters or facts shall be controlled thereby" and shall be \$3.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these terms of rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon, until the grantor shall default in the payment of any indebtedness secured by or subject to any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as to become due and payable. Upon any default as aforesaid, the right to collect said rents, issues, royalties and profits shall pass to beneficiary, and beneficiary may at any time without notice, either in person, by agent or by attorney, be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured hereby, to sue for and recover on any said property, or any part thereof, in its own name, and to take possession of the rents, issues and profits, including those past due and unpaid, and to collect the same, less costs and expenses of operation and collection, including reasonable attorney's fees, and to apply the same to the payment of the indebtedness secured hereby, and in such order as the beneficiary may determine.

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 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.

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 interest 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 the 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.

Don Earl Stevenson (SEAL)

Diane Elaine Stevenson (SEAL)

STATE OF OREGON }
County of Klamath } ss.

THIS IS TO CERTIFY that on this 24th day of January, 19 77,

Notary Public in and for said county and state, personally appeared the within named DON EARL STEVENSON and
DIANE ELAINE STEVENSON, 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.

(SEAL)

Donald W. Brown
Notary Public for Oregon
My commission expires: November 12, 1978

Loan No. _____	
TRUST DEED	

TO _____ Grantor	
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	
Beneficiary	
After Recording Return To:	
FIRST FEDERAL SAVINGS	
540 Main St. 2943 S. 6th	
Klamath Falls, Oregon	

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

STATE OF OREGON }
County of Klamath } ss.

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 _____ of Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____ County Clerk

Deputy

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

DATED: _____, 19____

by _____

The following described real property in Klamath County, Oregon:

PARCEL 1

A parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the center line of an existing County Road from which the section corner common to Sections 25, 30, 31 and 36, Township 39 South, Range 9 East of the Willamette Meridian bears South 89° 42' 30" West a distance of 2035.4 feet; thence South 0° 17' 30" East a distance of 30.0 feet to a point on the Southerly right of way line of said County Road being the true point of beginning of this description; thence South 0° 17' 30" East a distance of 871.2 feet; thence South 89° 42' 30" West a distance of 250.0 feet; thence North 0° 17' 30" West a distance of 871.2 feet; thence North 89° 42' 30" East a distance of 250.0 feet to the true point of beginning.

SAVINGS AND EXCEPTING THEREFROM a parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Commencing at a point on the centerline of an existing county road from which the Northwest corner of said Section 31 bears South 89° 42' 30" West a distance of 2035.4 feet; thence South 0° 17' 30" East a distance of 30.0 feet to a point on the Southerly right of way line of said county road being the point of beginning of this description; thence South 0° 17' 30" East a distance of 435.60 feet; thence South 89° 42' 30" West a distance of 100 feet; thence North 0° 17' 30" West a distance of 435.60 feet; thence North 89° 42' 30" East a distance of 100 feet to the point of beginning.

PARCEL 2

A parcel of land situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Commencing at a point on the centerline of an existing county road from which the Northwest corner of said Section 31 bears South 89° 42' 30" West a distance of 2035.4 feet; thence South 0° 17' 30" East a distance of 30.0 feet to a point on the Southerly right of way line of said county road being the point of beginning of this description; thence South 0° 17' 30" East a distance of 435.60 feet; thence South 89° 42' 30" West a distance of 100 feet; thence North 0° 17' 30" West a distance of 435.60 feet; thence North 89° 42' 30" East a distance of 100 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of JANUARY A.D., 19 77 at 10:44 o'clock A.M., and duly recorded in Vol. M 77, of MORTGAGES on Page 1605

FEE \$9.00

WM. D. MILNE, County Clerk

By Hazel May Deputy