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TRUST DEED

Vol. 77 Page 18789

THIS TRUST DEED, made this 30thday of September

THOMAS L. SWEET AND JOAN F. SWEET, Husband and Wife William L. Sisemore KLAMATH

, as grantor, William L. Sisemore and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing

under the laws of the United States, as beneficiary;

WITNESSETH:

The granter irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 458 in Block 121 of MILLS ADDITION to the City of Klamath Falls, 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, timber or grazing purposes,

This trust deed shall further secure the payment or such admittons 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 eject.

The grantor hereby covenants to and with the trustee and the beneficiherein that the said premises and property conveyed by this trust deed free and clear of all encumbrances and that the grantor will and his he executors and administrators shall warrant and defend his said title ther sagainst the claims of all persons whomsoever.

The grantor covenants and agrees and sets and other charges levied against thereof and, when due, all taxes, assessments from all encumbrances having precedence over the service of several properties all buildings in course of construction or hereafter construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; not to remove or destroy any buildings or improvements now or hereafter erected upon said property in good repair and to commit or suffer no waste of said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit or suffer no waste of said premises; to keep all buildings, property and impaints loss on waste of said premises; to keep all buildings, property and impaints loss by fire or such other heards as the beneficiary of instruction in a sum not less than the original property may of the note or obligation in a sum not less than the original property may of the note or obligation secured by this trues even original policy of insurance in correct form and with approvement of the principal place of business of the beneficiary at least lifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary which insurance shall be non-encelable by the granter during the full term of the policy this hall be non-encelable by the granter during the full term of the policy the

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 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 and majority of the taxes, assessments, and other charges due and payable an amount equal property within each succeeding 12 months and an excellent three years while this Trust Deed is interest as said property within each succeeding three years while this Trust Deed is neffect as estimated must did a rate not less than the highest rate authorized to be paid to the payable with the payable of the payable with the payable of the payable with the payable and the payable with the payable of the payable with the payable payab

While the granter is to pay any and all taxes, assessments and other charges levis or assessed against said property, or any part thereof, before the same begin to be interest and also to pay premiums on all insurance polleles upon said oroperty, such pay ments are to be made through the henefeldary, as aforesaid. The grantor hereby authorize the beneficiary to pay any and all taxes, assessmenta and other charges levied or impose against said property in the amounts also not or the taxes and to pay the insurance premiur in the amounts shown on the statements or other charges, and to pay the insurance premiur in the amounts shown on the statements sufmitted by the insurance carriers or their resentatives 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 beneficiar for the propose of the propos

acquisition of the property by the beneficiary after default, any batance remaining in the reserve account shall be credited to the indebtedeness, 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 deflet 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 deflett 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 trut 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.

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 search, 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 fees 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 attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by heneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor at annual statement of account but shall not be obligated or required to furnish any further statements of account.

1. In the event that any portion or all of said property shall be taken noter the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, uppear in or defend any action or proceedings, or to make any compromise or settlement in connection with usch taking and, if it so elects, to require that all or any portion of the money's availed as compensation for such taking, which are in excess of the amount re-ulred to pay all reasonable costs, expenses and attorney's fees necessarily paid r incurred by the grantor in such proceedings, shall be paid to the beneficiary in applied by it first upon any reasonable costs and expenses and attorney's ess necessarily paid or incurred by the beneficiary in such proceedings, and the alance applied upon the indebtedness secured hereby; and the grantor agrees, to take such actions and execute such instruments as shall encessary in obtaining such compensation, promptly upon the beneficiary's

2. At any time and from time to time upon written request of the beneleary, payment of its fees and presentation of this deed and the note for entergement (in case of full reconveyance, for cancellation), without affecting the lability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) Join in granting any easternet or creating and restriction thereon, (c) Join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyrance may be described as the "person or persons legally entitled thereto" and the recitait therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

3. As additional security, grantor nereby assigns to deteriorary during an continuance of these trusts all rents, issues, royaltes and profits of the property affected by this deed and of any personal property located thereon. Undergranter shall adrault in the payment of any indubtedness secured hereby or in the performance of any agreement hereunder, grantor shall not so the performance of any agreement hereunder, grantor shall not seen the become due and payable. Done and the property of the performance of the performa

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they executed the same freely and voluntarily for the transfer of the transfer	y hand and affixed my notarial y hand and affixed my notarial Notary Public for My commission (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE	seal the day and year last above written. OR BUT HAMILLON. r Oregon	
they executed the same freely and voluntarily for the terminal of the terminal	y hand and affixed my notarial Notary Public to	seal the day and year last above written. Oregon expires: 3/30/8/ STATE OF OREGON	
they executed the same freely and voluntarily for in TESTIMONY WHEREOF, I have hereunto set m	y hand and affixed my notarial Notary Public to	seal the day and year last above written. Of Sort Hamilton r Oregon)
Joan F. Sweet	sonally appeared the within nam named in and who executed	the foregoing instrument and acknowledged to me that	
STATE OF OREGON St.		ian f. Sweet (SEAL) To BER 1977, before me, the undersigned, a	40. V V. 1 V
IN WITNESS WHEREOF, said grantor ho	√ Uon	nd seal the day and year first above written. T. Sweet (SEAL)	
8. After the lapse of such time as may then be required the recordation of said notice of default and giving of said no trustee shall sell said property at the time and place fixed by h of saic, either as a whole or in separate parcels, and in such ord termine, at public auction to the highest bidder for cash, in law United States, payable at the time of saic. Trustee may pook any portion of said property by public announcement as pock- saic and from time to time thereafter may postpone the saic	tice of saic, this im in said notice to the hereto, their hores of the hore saic of all or ime and place of le by public an	물리 돌아 없다고 있는 그 가는 그를 가는 것들이 걸어 먹는 것 같아. 그 것	
7. After default and any time prior to five days before the Trustee's anic, the grantor or or orivileged may may the entire amount then due under this the obligations secured thereby (including costs and expenses in enforcing the terms of the obligation and trustee's and not exceeding \$50.00 each) other than such portion of the proof of the	actually incurred attorney's fees ledged is made a incipal as would to notify any pari the default. 11. Trustee to notify any pari any action or pre-	accepts this trust when this deed, duly execute an decapture public record, as provided by law. The trustee is not obligated by hereto of pending sale under any other deed of trust or of ceeding in which the grantor, beneficiary or trustee shall be a section or proceeding is brought by the trustee.	
6. Time is of the essence of this instrument and upon remotor in payment of any indebtedness secured hereby or in per greenent hereunder, the beneficiary may declare all sums see received the the trust property, which notice trustee of written is a fine of the trust property, which notice trustee is tuly filed for record. Upon delivery of said notice of default and he beneficiary shall deposit with the trustee this trust deed an lotes and documents evidencing expenditures secured hereby, trustees shall fix the time and place of sale and give notice equired by law.	nall cause to be time appoint a au clection to seil, and all promissory whereupon the thereof as then thereof as then the thereof, and the confection to the time the thereof, which, where the time time time to the time time time time time time time tim	reason permitted by law, the beneficiary may from time to coessor or successors to any trustee named herein, or to any propolitied herein, or to any propolitied hereinder. Upon such appointment and without concessor trustee, the latter shall be vested with all title, powers and upon any trustee herein named or appointed hereunder. Each and substitution shall be made by written instrument executed, containing reference to this trust deed and its place of in recorded in the office of the county clerk or recorder of the in which the property is situated, shall be conclusive proof of at of the successor trustee.	
orm supplied it with such personal information concerning in orould ordinarily be required of a new loan applicant and shall service charge. 6. Time is of the essence of this instrument and upon trantor in payment of any indebtedness secured hereby or in per- greement hereunder, the beneficiary may declare all sums see	pay heneficiary reasonable charge trust deed. (3) formance of any ured hereby imposite to the paying the formance of default for the paying the formance of default for the paying the payi	Trustee sells pursuant to the powers provided herein, the y the proceeds of the trustee's sale as follows: (1) To he sale including the compensation of the trustee, and a by the attorney. (2) To the obligation secured by the To all persons having recorded liens subsequent to the To all persons having recorded liens subsequent to the trustee in the trust deed as their interests appear in the polity. (4) The surplus, if any, to the grantor of the trust uccessor in interest entitled to such surplus.	
4. The entering upon and taking possession of said property anch rents, issues and profits or the proceeds of fire and othe ics or compensation or exards for any taking or damage of the application or release thereof, as aforesaid, shall not cure out or notice of default hereunder or invalidate any act do the notice. 5. The grantor shall notify heneficiary in writing of an ract for sale of the above described property and furnish horm supplied it with such personal information concerning through output of the property and furnish borns supplied to with such personal information concerning the required of a new loan applicant and shall	recitals in the decretified and the beneficiary on a trustee shall apply	time fixed by the preceding postponement. The trustee shall haser his deed in form as required by law, conveying the pro- without any covenant or warranty, express or implied from the dot any matters or facts shall be concludes proof of the fany person, excluding the trustee but including the grantor, may purchase at the sale. Trustee sells pursuant to the powers provided herein, the y the proceeds of the trustee's sale as follows: (1) To tale including the compensation of the trustee, and a	

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