## M/T 4696 01-- 1100G 39835

## TRUST DEED

ALVIN E. CASEBERE & KATHERINE A. CASEBERE, husband and wife as grantor, William Sisemore, as trustee, and

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

WITNESSETH:

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

> Lot 13 in Block 4 of WEST KLAMATH FALLS, (Formerly West Linkville) 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 ituat deet shall further secure the payment of such additions, y, as may be based hereafter by the heneficiary to the granitor o g an linterst in the above described provident with a sum as be evident of notes. If the indebitedness secured by this are in evident than one note, the beneficiary may credit payments ceed is evident of said notes or part of any payment on one note and part on beneficiary may elect.

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The granthy hereby covenants to and with the trustee and the a that the said premises and property conveyed by this trust and clear of all encumbrances and that the grantor will and tors and advattatizations shall warrants and defend his said th at the claims of all persons whomsoever.

The provide and administrators shall worrent and defend his said title thew gains the chains of all persons whomsover. The grantor overains and agrees to pay said note according to the terr hereof and, when due, all taxes, assessments and other charges leviced again add property: to keep said property free month and enumbrances having pu-edence over this trust deed; to complete all building in an another the same dence over this trust deed; to complete all building in the same of construction thereof the date construction is hereafter commenced; to be terr the add property in keep damaged or destroyed and pay, when due, outs incurred therein to allow beneficiary to inspect said property at a construction of allow beneficiary to inspect said property at outs incurred therein days frames within provements now or hereaft on the construction days and property at a construction and promises; to keep all buildings or continuous outs of said promises; to keep all buildings, property continger of the former hazards as the bereficiary and there in the to the end of the trust and the original principal same of the profile of said prometry have the origin principal same of the same during of the other hazards as the bereficiary and there is only on the same a same to there the origin principal same of the profile of the same during of the other the trust and the original principal same of the same during the cleary, and to deliver the origin place of the beneficiary attacked and wil remium paid, to the principal place of the beneficiary of invariance. The first further in same for the besent of the beneficiary of invariance all policy of invariance is not so the sent of the principal place and place the informations for the besent of the beneficiary of invariance. The term the same so the sent of the beneficiary attacked and wil remium paid, to the principal place of the beneficiary attacked and will remine place of invariance is not so the description of the policy thow and be and and and and and and and anot and anot a

If be DCB-cancellatore by the grantor suring the luft term of the proper payment of almod. That for the purpose of providing regularly for the prompt payment of summits, and governmental charges levied or axissed against the alware dract y and invariant primitar this the inductioness security for the term is the beneficiary or night and purchase price paid by the grantor at it in the state beneficiary or night and purchase price paid by the grantor at the term of the beneficiary or night and purchase price paid by the grantor at the monthly imp (paid and prime primitar the order of the property at the term of the beneficiary or night and interest are payeble an amount equal the data installments on principal and interest are payeble an amount equal in each material system of the beneficiary. Beneficiary shall by to the address directly within a the successful with respect to said in each material and interest are payeble and amount equal set to address of payebrok accounts minus 3/4 of 196. If such rate is the parts of interest payable athin the highest rate authorized to make on their paysing a scale and isso. If such rate is the parts of interest payable and interest are state be test and by balance in the account and shall be address the scale of the state of interest payable atomits and shall be computed on the parts on their scale and shall be add quarterly to the grantor by e scrow account the amount of the interest due. loa

While the granter is to pay any and all taxes, assessments essed against said property, or any past thereof, before i and also to pay premiums on all insurance policies upon are to be made through the beneficiary, as aforesaid. The utilizing to pay any and all taxes, assessments and other c said property in the manuants as shown by the statements of such taxes, assessments or other charges, and to pay running above on the statements submitted by the insuran statement to withdraw the sums which may be required fr established for that purpore. The granter afters in no even the for failure to have any insurance written or for any a defect failure to plus, and the beneficiary here of any loss, to sum more and settle with any insurance co-untance excisies upon the obligations accured by this trust of the inductedness for payment and satisfactules in fail

acquisition of the property by the beneficiary after usfault, sup balance remain textre account shall be credited to the indebtednest. If any sutherized reser-for taxe, assemants, insurance premiuma and other decree is not suffici-time for the payment of such charges as they become does is not suffici-time for the payment of such charges as they become does is not suffici-tion the texteristry upon demand, and if not paid within it en days after beneficiery may at its option and the amount of such deficit to the princi-beneficiery may at its option carry out the same, and all state paiding for shall draw interest at it; rate specified in the nois, it is appenditu is granter on demand and shall be secured by the lien of this forp-any improvements made on said premises and also to make such repair property as it is sole discretion it may deten necessary or advisable. The granter after agrees to company with it is the number of the abuse property as it is sole discretion it may deten necessary or advisable.

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property us in its sole discretion it may deem necessary of The granico further agrees to comply with all hus, ord: coverants, conditions and restrictions affecting and property fees and expenses of this trusts, including the sole or unit the other costs and expenses of the trustse incurred like in enforcing this obligation, and trustee's and attorney's fees to poper in and defend any action or proceeding purporting to costs and organized including cost of evidence of tile and a which the beneficiary or trustse or any such action which the beneficiary or trustse or any such action which the beneficiary or trustse or may appear and in any such action of the signal deed, and all said sums shall be see deed.

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: In the vent that any potion or all of said property or the right of eminent domain or condemnation, the benefi-right to commence, prosecute in its own name, appear in or rathing endings, or to make any componise or settlement in . taking endings, or to make any componise or settlement in . taking endings, or to make any componise or settlement in the as componistion for such taking, which are in scress of the grantor the such taking, which are in scress of the grantor the such taking, which are in scress of synthet by it first upon any reasonable costs and expenses necessarily and or incurred by the boneficiary in such probe a own expense, to take such actions and execute such instru-tors, the such actions and execute such instru-tors, and the such actions and execute such instru-tors.

2. At any time and from time to time upon writing property provides the second presentation of this do dorrement (in case of full reconveyance, for cancellation of the payment of the indebted consent to or cancellation of any pay or plat of said property rates are not an making of any map or plat of said property rates are not an entry and restriction thereason, (c) if the payment of the pa unated to the maxing of any map or plat of sam of any ensement of creating and restriction thereon, r other sgreement affecting this deed or the lien o tithout warranty, all or any part of the property, nee may be described as the "person or persons be recital therein of any matters or facts shall ruthfolmess thereof. Trustee's fees (or any of the all be 13.00. be conclusive pi acryices in this

e 15.00. As additional security, grantur hereby assigns to beneficiary ance of these trucks all rents, issuer, royalies and profits firsted by this deed and of any personal property localed the shall do any agreement for any indebtedness secured he such russes arguers are thereunder, grantur shall have the r such russes. They are the any first state of the the russes. 3. tinum tv afi

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The entering upo rents, issues and r compensation or release plication or release or notice of defaul otice. an proceed

Bolics.
5. The granter shall notify beneficiary is writing of any for sits of the above Joseff property as furnish beau supplied its with well become landermaking concerning the document of a new load or line and the study of the start and the start of th documents evidencing expenditures all fix the time and place of sale law.

After default and any time prior to five days before Trustee for the Trustee's sale, the granter or othe ed may pay the entire amount then due under this tru-igations secured thereby (including costs and expenses act recing the terms of the obligation and truster's and at recing the terms of the obligation and truster's and at receing \$60.00 each;) other than such portion of the princi in be due had no default occurred and thereby cure the

bot then be due had no default occurred and thereby cure the derault. 8. After the lapse of such time as may then be required by law follow the recordiation of said notice of default and giving of said notice of said, trustee shall sell said property at the time and place fixed by him in said not of said, either as a whole or in separate parcels, and is such order as be may termine, at public auction to the lagsest bidder for cash, in lawful money of united States, parable at the time of said. Trustee may postpone said of al any portion of said property by public announcement at such time and place said and from time to time thereafter may postpone the sale by public

ouncement at the time fixed by the preceding postponem eiters to the purchaser his deed in form as rectified by in sury so solid, but without any coretaints or swarnaty, as refisib in the duck of any matters or facts small be so outhinging a thereof. Any purchase at the raise but hed the beneficiary, may purchase at the raise

appointment of the successor trustee.

 Trustee accepts this trust when this deed, duly executed a
 table record, as provided by law. The trustee is n
 tify any party heraio of pending sale under say other deed of
 trustee unless such action or proceeding is brought by the trustee.

This deci applies to increase to the benefit of, and binds all heir heirs, legates dovizees, administrators, executors, success The term "beneficiary" shall administrators, executors, success of the note accured hereby, when the holder and owner, hi o construing this deed and whenever the not named as a ber nder inclusies the featings and on neutre, and the singular nun e bindal.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and sea the day and year first above written. SEAL) SEBERE WHSHINGTON STATE OF OREGON (SEAL) County of Altrange 1 CASEBERE ECEMBER S.T. THIS IS TO CERTIFY that on this

personally, appeared the within naced Cletter, the contraction of the second Notary Public in and for said county and lance slul persons ly known to be the identical individual S. no han and

who executed the foregoing instrument and acknowledged to me that hlight executed the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have berounto set my hand and affixed my notarial seal the day

Grantor TRUST DEED Grantor KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Bensiticary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	(DON'T USE THIS STACE; RESERVED FOR RECENDING LABEL IN COUN. TIES WHERE USED.)	In a contract of the second weather the second of the s	2 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 - 7 d 0 -
	. 	Fee \$6.00	
REQU	EST FOR FULL RECONVE	YANCE	
	ed only when obligations have		14
O: William Sisamore,, Trustee			Č
		regoing irust deed. All sums secured by sold trust doe uums owing to you under the terms of sold trust deed o which are delivered to you herewith together with soi f sold trust deed the estate now held by you under th	
	Klamath Firs	t Federal Savings & Loan Association, Beneficiary	/
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DATED: