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THIS TRUST DEED, made this THIS TRUST DEED, made this
THOMAS S. CAVENER and VERA A. CAVENER, husband and wife, and THOMAS L. CAVENER as Grantor, AND CAROL A. CAVENER, HUSBAND AND WIFE---KLAMATH FIRST FEDERAL SAVINGS & IOAN , as Trustee,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

The Northwesterly 58 feet of Southwesterly 9 inches of Lot 3, all of Lot 4, and the Northeasterly 2 feet and 8 inches of Lot 5, all in Block 28, FIRST 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,

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FIGUREDAT TRICTIONAL 2007-1001-

final payment of principal and interest hereof, if not sooner paid, to be due and payable March 13, -----Dollars, with interest

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in kood condition and repair, not to remove a demolish any building or improvement thereon.

2. To complete or demolish any building or improvement thereon.

2. To complete or approximately and in good and workmanked and any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs meatured therefor, and for a single property. The beneficiary so requests, to in a security with the said property; if the beneficiary so requests, to in in executing such bonding statements pursuant to the Uniform Commer cial Code as the beneficiary sons require and to pay for filing the most of the filing officers or searching agencies as may be deemed desirable by the beneficiary of searching agencies as may be deemed desirable by the beneficiary.

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J. To provide and continuously maintain insurance on the haldings or hersafter erected on the said premises against loss or damage by hie or hersafter erected on the said premises against loss or damage by hie such other hazards as the beneficiary may from time to time require, in

beneficiary.

4. To provide and continuously maintain insurance on the huddings and such other handed as the beneficiary may from time to time require, in an amount not less than £INSURABLE VALUE companies acceptable with the beneficiary with loss parable to the latter, all of the granter shall full be delivered to the henders as some as insured, deliver said policies of insurance hand delivered to the henders as some as insured, deliver said policies to the henders are the states of the other of the companies acceptable full be an execution to procure any such insurance hand delivered to the henders as some as insured, deliver said policies to the henders are the state thiere days pion to the expute the beneficiary may procure the said fleet alexy flows to the expute the beneficiary may procure the said hereafter placed on said huddings, experted under any fire or other insurance. Randot sexpense, The amount control of delivered under any indeliveries secured hereby and in any be applied by hendiciary and option of henders and the said property and option of henders and the said and option of henders and said and therefore any part thereof, or not cure or waive any determines the from mechanics' liens and to pay all acceptable and other charges that may be levied or assessed upon or charges become past due or delinquent and such large, assessments and other charges that may be levied or assessed upon or charges become past due or delinquent and such large, assessments and other charges that may be levied or assessed upon or charges become past due or delinquent and such large assessments and other charges that may be levied or assessment and other charges that may be levied or assessed upon or charges become past due or delinquent and such large and any interest and the such payment or by growiding beneficiary with lumb with which to another insurance perminus, liens or other charges with lumb with which to another insurance perminus, liens or other charges in a such assessments where any level property in the

o be due and payable March 13, 19 87.

endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, fusive may (a) consent to the making of any map or plat of said property. Fusive may (a) consent to the making of any map or plat of said property. On me any subordination or other afteciment, any restriction therein, (c) from an any subordination or other afteciment, and restriction therein, (c) from an any subordination or other afteciment, and the theory of the payment of the property like instance in any reconveyance may after a destribed as the "person or performance in the payment of the property like instance in any reconveyance may after a destribed as the "person or person by kally entitled thereto," and the records therein of any matters or bar's shall be conclusive proof of the truthfulness thereof. Trustree's less has any of the conclusive proof of the truthfulness thereof. Trustree's less has any of the conclusive proof of the truthfulness thereof. Trustree's less has any of the conclusive proof of the truthfulness thereof. Trustree's less has any of the conclusive proof of the truthfulness thereof. Trustree's less has any of the conclusive proof of the truthfulness therefore on the afternation of the power of the any reconvey to the matching of the conclusive the matching of the conclusive the matching of the conclusive the proof of the trustree of the matching of the conclusive proof of the trustree of the conclusive the proof of the trustree of the conclusive trustree of the conclusion of such consess of operation and collection, including these past the reconstruction of such consess of operation and collection, including the same proof of the conclusive of the proof of the conclusive of the collection of such consess of operation and collection, including the same proof of the collection of such consess of operation and collection, including the same proof of the collection of such consession of the collection of

18.740 to 86.795.

13. After default at any time pinor to live days before the date set by the trustee for the trustee's safe, the grantor or other person so privileged by tirely, the entire may part to the beneficiary or his successor is interest, respectively, the entire amount of the dender that the terms of the entire amount of the observations secured thereby the date and the terms of the terms of the terms of the endormal trustee's and expressed and the endormal the terms of the orbitalism and trustee's and attentives been not explored as the endormal that the such portion of the puriously the set of the date of the date of the endormal the proceedings shall be dismissed by the trustee.

of the man in action execution, and precess since the demand, in which even all foreclosure proceedings shall be dismissed by the truster.

14. Otherwise, the sale shall be hold on the date and at the time and place designated in the notice of sale. The truster may self-and properly either may not appear of the separate of sale. The truster may self-and properly either man on to the highest builder for easy hardshe at the time of sale. Truster shall deliver to the purchase its deed in born as required by law conveying the property so sold, but without any serious warranty, express or major the recitals in the deed of any matter of fact shall be conclusive proof the truthfulness thereof. Any person, excluding the truster, but including the granter and beneficiary, may purchase at the powers provided bettern, truster shall apply the proceeds of sale to payment of (1) the expenses of sale, in attention, the objection secured by the strict ends of the truster of the truster of the matter of the truster of the trust of the surface of the matter of the powers may appear in the numbered of the truster of the trust of the surface.

surplus at any, to the granter or to be successed in interest entitled to such surplus. It for any reason permitted by has beneficiary man from time to successive a successive to any reason much beneficiary man from time to successive the successive to any reason much beneficiary and without programmer to the successive trustee, the latter of approximent and without programmer to the successive trustee, the latter of a successive with all whom the successive trustee, the latter of a successive with all whom the successive trustee, the latter of a successive with all whom the successive trustee, the latter of a successive with all whom the successive with all with the successive trustee that the successive trustee the successive trustees and successive trustees and the successive trustees are successive to the successive trustees and the successive trustees are successive trustees and trustees are successive trustees and trustees are successive trustees.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)\* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below).

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract 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 the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. \*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. Thomas S. Cavener (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON. STATE OF OREGON, County of ) ss. County of KLAMATH February /4 . 1978 .
Personally appeared the above named THOMAS S. Personally appeared who, being duly sworn, CAVENER, and VERA A. CAVENER, husband and each for himself and not one for the other, did say that the former is the wife\*\* and acknowledged the loregoing instrupresident and that the latter is the ment to be their secretary of voluntary act and deed. and that the seal allived to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed, Before me: Retore me: COFFICIAL DELL Lunor Notary Public for Oregon My commission expires: // - 2 - 7 9 (OFFICIAL Notary Public for Oregon SEAL) and THOMAS L. CAVENER and CAROL A. My commission expires: CAVENER, husband and wife, STATE OF OREGON ny certify County affixed οţ oŧ bookRecord as B. STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument very march A.D., 19 78 at 8:52 of Mortgages on Page 38	was received and filed for record on the <u>2nd</u> day of o'clock. A M., and duly recorded in Vol. H78
FEE no fee	WM. D., MILNE, County Clerk By Janethan Selich, Deputy
erewith together with said trust deed, and	

estate now hold by you under the same. Mail reconveyance and documents to

DATED:

DEED

TRUST

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Beneficiary