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NTC 6135 01-11096

TRUST DEED Vol. 78 Page 4839

. 19 ... 78 ... between

DYLE THIS TRUST DEED, made this 6th. day of, as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary on warant's as we barre a gatabarog is its second a suplimation of and the second is so that is a suplimation of the second of solar and the second of solar and the second of s

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

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Lot 5 in Block 1, FIRST ADDITION TO EASTMOUNT, eccording to the official plat thereof on file in the office of the SHE TO County Clerk of Klamath County, Oregon.

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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 appartaining to the above described premises, and all plumbing, lighting, heating, ventilating an inconditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well to well carpoting and linoleum, shades and built in appliances now or hereafter installed in or used in connection covering in place such as wall to wall carpoting and lindeum, 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 **TWENTY NINE THOUSAND FT** (s.29, 500,00) Dollars, with interest thereon according to the terms of a promissory note of **HUNDERD** herein. Note the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of s.243.38...... commencing April 25th 19.78... FÍVE

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.

creators and administrators shall warrant and defend his said title Listedo -against the claims of all persons whomsoever. The grantor covenite and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against and property; to keep said property free from all encumbrances having pre-cedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and truth on said property which may be damaged or destroyed and said, where due, all times during construction; to replace any building or limprovements now or hereafter construction; to replace any building or improvements now or hereafter fact; not to remove or distroy and building or improvements now or hereafter fact; not to remove or distroy and premises continuously: how or hereafter fact; not to remove or distroy and buildings; property and improvements or wast hereafter er all purely that and thereafter and to commit or suffer fact; not to remove or distroy and premises continuously: insured, against loss or wast hereafter er as all premises; to keep all buildings, property and improvements and the other hazards as the beneficiary may from time to time require, in a sum bot less that the original principal aum of the note or, obligation secured by this trust deed; in a company or companies acceptable to the bene-ficiency, and to deliver the original policy of insurance in covrect form and with approved loss payable clause in favor of the beneficiary at less if the non-cancellable by the granter loss or dated, the beneficiary, which illust discretion obtain insurance is not so tendered, the beneficiary, which is a sum discretion obtain insurance for the beneficiary with policy of insurance is shall be non-cancellable by the grant during the full term of the policy thus obtained.

obtained. That for the purpose of providing regularly for the prompt payment of all taxe, ascessments, and governmental charges level on assessed against the above described pro-perty and insurance premium while the indobtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the lean was made or the henciclary's original appraisal value of the property at the time the lean was made, grantor will may to the beneficity in addition to the insuling payments of principal and interest payable under the terms of the nois or obligation secured hereby at flue laves, assessments, and units flue property at the time the lean was readed to interest payable under the terms of the nois or obligation secured interest within each isoceeding 19 unants and have all problem unance irrentian maybe with respect to said property within each use conficiency. Hencificary shall pay to the grantor interest on sold amounts at hook accounts minus 3/4 of 1%. If such rate is less than 4%, the rate of a function of the level be 4% of 19%. If such rate is less than 4%, the rate of the account and shall be add quarterly to the grantor the account and shall be paid quarterly to the grantor by crediting to the rate of a mount of the interest due.

While the grantor is to pay any and all taxe, assessments and other charges ledel or assessed acainst said property, or any part thereof, before the same bedin to bear interest and also to pay premiums on all insurance policies upon said property, autoritas the beneficiary to pay, any and all taxes, assessments and other, charges leveld 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 correlators or their rep-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 beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any loss, to compromise and settle with any insurance company and to agree auch any loss, to compromise and settle with any insurance company and to approve and high in the amounts for pay more the statement of the taxe of the interest in the amount of the head-bard and satisfaction in full or upon as 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.

Wm. D. Kilne

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Should the grantor fail to keep any of the foregoing covenants, the heneficiary may at its option carry out the same, and all its expenditures for shall draw interest at the rate specified in the note, shall be reparal the grantor on demand and shall be secured by the lien of this trust de this connection, the beneficiary shall have the right in its discretion to con any improvements made on said premises and also to make such repairs t property as in its sole discretion it may deem necessary or advisable. d. In

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 and defend any action or proceeding purporting to affect the security ity hereof or the rights or powers of the beneficiary or trustee; and be and reasonable sum to be fixed by the court, in any such actions proceeding which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to foreclose this deed, and all said sums shall be accured by this trust 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: I. 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 comuneoe, prosecule in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount be guired to pay all reasonable costs and attorney's free uccessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's frees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebteness secure during and the practor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary request.

request. 2. At any time and from time to time upon written request of the bra-fieldry, payment of its fors and presentation of this test and the mote for so-hitsenipet (in case of full technograms, for samellation), without afferting the liability of any person for the payment of the indeficience, the trustee may (a) consent to the making of any ump or plat of said property; (b) jois in granting any easement or creating and restriction therion, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvery, without warranty, all or any part of the property. The grantee in any reconvery, without warranty, all or any matters or facts shall be conclusive proof of and the recitals therein of any matters or facts shall be services in this paragraph shall be \$5.00.

shall be \$3.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perty, affrected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or is the performance of any agreement hereunder, grantor shall have the right is assues, royalites and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the bas-clear all such rents, issues, royalites and profits canced, by agent or by a re-greever to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upur, and, due possession of said property, or any part thereof, in its own name subject of default, and appoint the rents, issues and profits, including those past due and unpaid, and appoint the rents, issues and profits, including those past due and unpaid, and capture able attorney's feet, upon any indebtedness secured hereby, and in soch order as the beneficiary may determine.

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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 relates thereon, as altorestic, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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5. The grantor shall notify beneficiary in writing of any sale or con-tract 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 busciclary may declare all sums secured hereby inmediately due and payhe trust property, which notice trustee shall cause to be the busciclary hay delivery to the trustee of written notice of default and yield for record. Upon delivery of axid notice of default and election to sell, the busciclary anal deposit with the truste this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees 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 liceluding 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 bad no default occurred and thereby cure the default.

nouncement at the time fixed by the preceding postponement, deliver to the gurchaser his deed in form as required by law, e perty so sold, but without any covenent or warranty, expres rectais in the deed of any matters or facts shall be condu-truthfuncts thereof. Any person, excluding the trustee but incl and the beneficiary, may purchase at the sale.

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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 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 appoint a successor or successors to any trustee named herein, or successor trustee appointed hereunder. Upon such appointment and witho yeance to the successor trustee, the latter shall be reated with all title, and appointment and substitution shall be made by witten instrument end its by the beneficiary, containing reference to this trust deed and its precord, which, when recorded in the office of the county clerk or recorder county or counties in which the property is situated, shall be conclusive proper, appointment of the successor trustee. at pow. • Ea/

11. Trustee accepts this trust, when this deed, duly executed and acknow-iedged is made a public record, as provided by law. The trustee is not soligated 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, hures to the benefit of, and binds all parties hereto, their heirs, legatess devises, 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 mas-culine gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

անքեր երկրությունը հետում հետում է և հետում հետում է հետո Ամենք ինչուն հետում է հետում է Ամենք է հետում է հետու	× Can	SEAL
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TATE OF OREGON	<u>SI</u>	IRAH G. HUTCHINSON
County of Klamath	가슴,	사람은 것 같은 것이 있는 것은 것이 있는 것이 있는 것이 것이다. 사람은 이곳 것이 가지 않는 것이 것이 있는 것이 있는 것이 같이 있는 것이 같이 있다.
THIS IS TO CERTIFY that on this 10day of	March	, 19. 78, before me, the undersigned.
Notary Public in and for said county and slate, person CARLYLE HUTCHINSON & SARAN	ally appeared the within name	husband and wife
me personally known to be the identical individual g	named in and who executed	the foregoing instrument and acknowledged to me th
they executed the same freely and voluntarily for t	the uses and purposes therein e	xpressed
IN TESTIMONY WHEREOF, I have bereunto set my	hand and affixed my notarial	seal the day and year last above written.
	A nut	mildia
OFFICIAL SEAL	Notary Public for	Grant Santa Cruz
EALL C KATHY M. PEDRO	My commission	
SANTA COUT COUNTY		
My comm. expires SEP 14, 1981	은 가지는 것 것같다. 한 가지는 것이 같이 것 것이다. 같이 나는 이상에 가지 않는 것 가지만 하는 것이 같이 것 같이 것.	
Locn No.		STATE OF OREGON
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TRUST DEED	Ay poort for anticologies, th	
· 동안 이 가지 않는 것이 가지 않는 것은 것이 가지 않는 것이 가지 않는 것이 있다. 같은 것은 것은 것이 같은 것이 같은 것은 것을 것을 것을 것을 것을 것을 것이 같이		I certify that the within instrumen was received for record on the 14th
		day of March 19.78
a di kana jara tahun kana kana kana kana kana kana kana ka	(DON'T USE THIS	at 12:10 o'clock P. M., and recorded
	SPACE; RESERVED FOR RECORDING	in book <u>M78</u> on page 4835
Grontor	LABEL IN COUN-	Record of Mortgages of said County.
TO	TIES WHERE	
TO KLAMATH FIRST FEDERAL SAVINGS		2. 영상 등 것이 많은 것이 있는 것이 많이 했다.
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	TIES WHERE	2월 2월 2월 2월 28일 전에 전망 전에 대부분이었다.
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Benefictory	TIES WHERE	Witness my hand and seal of County
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To:	TIES WHERE	Witness my hand and seal of County affixed. Wm. D. Kilne
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary	TIES WHERE	Witness my hand and seal of County affixed. Wm. D. Kilne
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS	TIES WHERE USED.)	Witness my hand and seal of County affixed. Wm. D. Milne

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore,, Truslee

The undersigned is the legal owner and holder of all indebledness secured by the foregoing trust deed. All sums secured by sold trust deed that been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of sold trust deed or have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of sold trust deed or pursuant to statute, to cancel all evidences of indebledness 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 Salara ang Panganang Remery VIII: MICEL LEDEBUR BYARIOS VIAD LIVY: PROCESSION (Klamath First Federal Savings 8

有法法公 法实际条件

Klamath First Federal Savings & Loan Association, Beneficiary

CARLAR REFERENCE A PARAL C. HECTLEON, Analysia and

MIRE MILL PLAN CONTRACT