KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary:

WITNESSETH:

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:

Lot 17. Block 18. SECOND ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon.

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 wall-to-wall carpeting and linoleum; shades and built-in appliances now or hereafter installed in or used in connection

This trust deed shall further secure the payment of such additional money, if any, as may be leaned hereafter by the beneficiary to the granter or others having an interest in the above described property, as may be evidenced by 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 granter hereby evergants to and with the trustee and the beneficiary

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 helrs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms and when due, all taxes, assessments and other charges which against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges which against the green over this trust deed; to complete all buildings in courter construction or hereafter constructed on said premises within six from the date or hereafter constructed on said premises within six from the date or promptly and in good workmanlike manner and drivoyed and pay, when due, all said property which may be damaged drivoyed and pay, when due, all coats incurred therefor; to allow beneficiary to import said property at all coats incurred therefor; to allow beneficiary to import and property at all coats incurred therefor; to allow beneficiary to import and property at all coats incurred therefor; and the said property which fifteen days after written notice from beneficiary of such beneficiary within fifteen days after written notice from beneficiary of such hereafter erected upon said property in good repair and to commit or suffer now aste of eremines; to keep all buildings property and improvement loss now or hereafter erected on said premises continuously insured against the sum not less than the original principal sum of the or obligation secured by this trust deed, in a company or companies corptable to the beneficiary, and to deliver the original policy of insurance for the beneficiary attached and with approved loss payable clause in favor of the surface of the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-exceelable by the grantor during the full term of the policy thus obtained.

That for the purpose of preading regularly for the promot navment of all town obtained.

That for the purpose of probling regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance prenium while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the granter at the time the loan sand of the beneficiary original apparisals value of the property at the time the loan sand made, granter will pay to the beneficiary in addition to the most of the face, assessments, and other charges due and payable with export to said property within each succeeding 12 months and also 1/36 of the insurance promises payable with respect to said property within each succeeding there years while this Trust level is interest as estimated and directed by the beneficiary. Beneficiary challes you the granter effect as estimated and directed by the beneficiary. Beneficiary challes you to the granter effect as estimated and directed by the beneficiary. Beneficiary challes you to the granter effect as estimated and directed by the beneficiary. Beneficiary challes you to the granter of the same of the ropen passbook accounts minus 3/4 of 1%. If such ratte is less than 1%, the rate of interest paid shall be 4% interest shall be compared in the account and shall be paid quarterly to the granter by crediting to the occur account the amount of the interest due.

While the granter is to pay any and all taxes, assessments and other charges leder of assessed against said property, or any part thereof, before the same begin to tear indexest and also to pay premiums on all linearance policies upon said property, such pay-nerels are to be made through the hereffelary, as aforesaid. The granter better underly authorize the hereffelary to pay any and all taxes, assessments and other charges cheek or impused against abl property in the amounts as shown by the statements thereof turnshed by the college of such taxes, assessments or other charges, and to pay the insurance premiums, the amounts shown on the statements submitted by the insurance certers or their re-treatments and to withdraw the sums which may be required from both the pre-restratives and to withdraw the sums which may be repaired from the reserve accoun-ter that the pay of the propose. The granter agrees in no even to hose or damage growing responsible for failure to hate any insurance witten or for a loss or damage growing out of a defect in any insurance policy, and the hereficlary hereby is authorized, in the event of any boss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed, in computing the amount of the indeltedness for payment and satisfaction in full or upon sale or other

acquisition of the projecty 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 granter shall pay time for the beneficiary mon 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 overnants, then the Should the grantor fail to keep any of the foregoing overnants, then the beneficiary may at its option carry out the same, and all its expenditures therefore the same of the structure of the grantor on demand and shall be secured by the fact of this trust deed. In the grantor on demand and shall be secured by the first in its discretion to complete this connection, the heneficiary shall have the right in its discretion to complete the connection, the heneficiary shall have the right in its discretion to complete this connection, the heneficiary shall have the right in its discretion to complete the connection, the heneficiary shall have the right in its discretion to complete the connection.

property as in its sole discretion it may deem necessary of individuals.

The grantor further agrees to compty with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all coats, fees and expenses of this trust; including the cost of title search, as well as the other costs and expenses of the trustee in connection with notice 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 person 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 costs and expenses, including cost of evidence of title and attorney's fees in examined 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 benewhich the beneficiary or trustee may appear and in any suit brought by beneficiary to forcelose this deed, and all said sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on written request therefor an uni statement of account but shall not be obligated or required to furnish further statements of account.

It is mutually agreed that:

It is mutually agreed that:

1. 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 commence, prosecute in its own name, appear in or defend any action 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 such taking and, if it so elects, to require that all or any portion of the money's capable as compensation for such taking, which are in excess of the amount repayable as compensation for such taking, which are in excess of the amount or incurred by the grantor in such proceedings, shall be paid to the beneficiary or incurred by the grantor in such proceedings, shall be proceedings, and attorney's and applied upon the indebtedness secured hereby; and the grantor agrees, the balance applied upon the indebtedness secured hereby; and the grantor 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's request.

request.

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 endersement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment plat of said property; (b) join in granting consent to the making of any map replat of said property; (b) join in granting any easement or creating and restriction thereon, (c) Join in any subordination or other spreement affecting this dad or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey, without warranty all or any part of the property. The grantee in any reconvey, without warranty all or any part of the property. The grantee in any reconvey interest and the person or persons legally entitled thereto. and the rectals therein of any matters of facts shall be conclusive proof of the intribuliness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all tents, issues, royalites and profits of the process of the security affected by this deed and of any personal property located thereon. Until prantor shall default in the payment of any indebtedness secured thereon. Until prantor shall secure and profits and profits to the performance of any agreement hereunder, grantor shall have the right to continue performance of any agreement hereunder, grantor shall have the right to continue performance of any agreement hereunder, grantor shall have the right to continue the performance of any agreement hereunder, the person, but the present of the special property of any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect said property, or any part thereof, in its own name sue for or otherwise collect said property, or any part thereof, in its own name sue for or otherwise collect said, including reasonable attorney's fees, upon any indebtedness secured bereby, 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 sgreenent in payment of any indebtedness secured hereby or in performance of any sgreenent may be a significant or in the secured hereby immediately near any payable by delivery to the trustee of written notice of default and election as sell the trust property, which notice trustee shall cause to be duly filed for record Upon delivery of said notice of default and election to sell the beneficiary thall deposit with the trustee this trust deed and ell 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 (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$0.00 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 recordation of said notice of default and giving of said notice of sale, either sa the 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 postpose sale of all or any portion of said property by public aunouncement at such time and place of sale and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

- 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 collisation secured by the trust deed. (3) To all persons having recorded liens subsequent to 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.
- 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 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 maculine 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.

	<u> </u>	AGMUND CHARLES WARZECHA
STATE OF OREGON County of Klamath ss	X 2m	ARIE ANN WARZECHA Wigekiseal
THIS IS TO CERTIFY that on this 3 day Notary Public in and for said county and state, per ZIGMUND CHARLES WARZECHA.		
to me personally known to be the identical individual. They recuted the same freely and voluntarily to N TESTIMONA WHEREOF: I have hereunto set m	named in and who executed the uses and purposes therein	d the foregoing instrument and acknowledged to me that a expressed. It seal the day and year last above written. If the foregoing instrument and acknowledged to me that a consideration of the seal
Loan No		STATE OF OREGON County of Klamath SS.
Grontor	(DON'T USE THIS SPACE: RESERVED FOR RECORDING	I certify that the within instrument was received for record on the 3rd day of April 1978, at 11:25 o'clock AM, and recorded in book M78 on page 6272
TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary	LABEL IN COUN TIES WHERE USED.)	Record of Mortgages of said County. Witness my hand and seal of County- affixed.
After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		By Denutha I Let ih

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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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

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