~~

....RONALD.P. LEIFESTE AND APRIL C. LEIFESTE, Husband and Wife ... 19. **78**... between

as grantor: William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

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:

> Ethan. Lots 15 and 16, Block 1, ORIGINAL PLAT OF 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 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, logother with all awnings, vanetian blinds, floor covering in place such as well-to-well carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection covering in place such as wall-to-wall carpeting and linoleum, shades and built-in applicatives now of necessary with the above described premises, including all interest therein which the grantor has or may here the RTY SEVEN THOUSAND? 

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the hencidiary to the grantur 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 a more than one note, the beneticiary may credit payment evidenced by it upon any of said notes or part of any payment on one note and part on another, as the hencificary may elect.

Postkija: 

The grantor hereby covenants to and with the trustee and the beneficial herein that the said premises and property conveyed by this trust deed a free and clear of all encumbrances and that the grantor will and his held accounts and administrators shall warrant and defend his said title there against the claims of all persons whomsoever.

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 thereof and, when due, all taxes, assessments and other charges levied against the claims of the property; to keep said properly from all encumbrances have against codence over this trust deed; to compile call buildings in course of construction and premared within six months from the charge of the date construction is hereafter constructed on said premared to repair and restore prompting the property which may be damaged or densy building or improvement on costs incured which may be damaged or densy building or improvement on costs incured which may be damaged or densy and the property at all beneficiary within may be damaged or densy and merials unsatisfactory to fact; not to remove or destroy any building or improvements and beneficiary within them days after written notified merials unsatisfactory to fact; not to remove or destroy any building or improvements now or hereafter erected upon asid property in good repair and demovements now on waste of said premiss; to keep all buildings, property and improvements by fire or such other hazards as the beneficiary may from time dagments loss in a sum not less than the original principal sum of the rest of merials property and to deliver the original principal sum of the rest or the beneficiary and to deliver the original principal sum of the beneficiary of insurance to the principal age of the beneficiary may in its own shall be described on the fact of the beneficiary may in its own shall be provided to be provided to the beneficiary may in its own shall be provided to the property of the beneficiary may in its own shall be provided to the property of the beneficiary may in its own shall be provided to the property of the beneficiary may in its own shall be provided to the property of the beneficiary which insurance to the provide regularly for the prompt payment of sa

obtained.

In order to provide regularly for the prompt payment of said taxe, assessments or other charges and insurance premiums, the grantor agrees to pay to principal and interest payable under the terms of the note or obligation pay to principal and interest payable under the terms of the note or obligation accured other charges due and payable with (1/2th) of the taxes, assessments and other charges due and payable with (1/2th) of the insurance premiums and also one-thirty with (1/2th) of the insurance premium of the terms of the taxes, assessments and ing twelve months, and also one-thirty with (1/2th) of the insurance premium of the terms o

While the granted to the pay only and all terry, assessments and other pharges tevial on several against said property, or any part thereof, before the same begins to real interest and also to pay per units on all insurance the same begins to real interest and also to pay per units on all insurance ficiary, as aforead, and the property authorizes the end through the beneficiary, as aforead, and as a shown by the statements thereof, turnished they the collector of such tars, assessments or other charges levied or improved against the pay the collector of such tars, assessments or other charges and to pay the insurance carriers or the function of the control of the pay the principal of the loan or to withdraw the sums which may be required from the reserve account, if any, estimated for that purpose. The granted force has no event to hold the beneficiary responsible for failure to have any insurance policy, and the beneficiary heavy may be such of the property by the beneficiary and companies and settle with any benumance company, and to apply any companies the amount of the individual accuracy by this trust deed, in companies the amount of the individual accuracy by the beneficiary after

default any balance remaining in the reserve account shall be credited to the indebtdeas. If the 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 the deficit to the beneficiary upon 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 covenants, then the beneficiary may at its option arry out the same, and all its expenditures therefore shall draw interest at the first specified in the note, shall be shall connection, the beneficiary shad have the right in its discretion complete any improvements made on said parallel shad to make, such repair to complete property as in its sole discretion it may deem necessary or advantage.

property as in its sole discretion it may deem necessary or advisalec.

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 trustee incurred in content of the costs and expenses of the frustee incurred in content of the other costs and expenses of the trustee incurred in content of the other costs and expenses and attorney's fees actually incurred; its hereof or the rights or person of the beneficiary or trustee; and so pay all reasonable sum to be fixed by the court, in any such action or proceeding in ficially to beneficiary or trustee may appear and in any sull inrought by beneficiary to foreclose this deed, and all said sums shall be secured by his trust.

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 event that any portion or all of said property shall se taken under the right of send and or condemnation, the beneficiary shall have the right to commence, prescrete in its own name, spine in or defend any action or proceedings, or in the said or active ment in or defend any action or proceedings, or require that all or any portion of the money action to proceedings, or require that all or any portion of the money active to pay all reasonable costs, expenses and attorney as or five amount required to pay all reasonable costs, expenses and attorney as or incurred by the greator in such proceedings, shall be paid to the beneficiary free necessarily paid or incurrently with the send of the send of the proceedings, and the paying the paying the paying the paying the send of the paying the p

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 endorsement (in case of full reconveyance, for cancellation), without affecting the
inhility of any person for the payment of the indebtedness, the feutier may (a)
any casement or executing and restriction thereon, (c) judn by a single and
or other agreement affecting the payment full reconveys, (b) in a ganting
or other agreement affecting the property of the property (c) in the payment
of the safemity, all or any past full pitoperty. The grantee in any reconveyafter may be described as the "person of persons legally entitled theretic" and
truthulors, thereon of any matters of facts shall be conclusive from of the
stall be 30 and past of the services in this paragraph.

shall be \$5.00.

3. As additional accurity, granter hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royaltes and profits of the perty affected by this deed and of any person appropriate content of the second of the second of the perty affected by the deed and of any person property located thereon. Until the performance of any agreement hereunder, and in the performance of any agreement hereunder and profits a carned prior to default as the cited and any action and profits a carned prior to default as the ficiary may at any time without notice, either in person, by agent or by a rescurity for indebtedness briefly accured, enter upon and take houseaston and property, or any part thereof, in 12s one name sue for or otherwise odilect the rame, leas such and profits, including those pans due and unpaid, and applied the anne, leas and expenses of operations and culiection, including apply as the beneficiary may determine. Dro. Until or in o col. they

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of the and other insurance point issues or or property and taking or damage of the property and taking or damage of the property and fault or notice of default hereunder or invalidate any ect done pursuant to such potice.

5. The grantor shall notify beneficiary in writing of any sale or consect for sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as 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 benefits yeary may declare all sums secured hereby and election on seil the trust property, which notice of written notice of default and place of the trust property, which notice trustee shall cause to be detailed to the property of said notice of default and election to sell, the property of said notice of default and election to sell, the property of said notice of the property of said notice the property of said notice the property of said notice thereof as the property of said and give notice thereof as the

7. After default and any time prior to five day before the date set by the Trustee for the Trustee's sale, the granto or other person so the obligation pay the entire amount then due under this trust deed and in enforcing the terms of the obligation and trustee attention of the principal as well of the obligation and trustee atterney's fees not then be due had no default occurred and thereby cure the default.

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 trustee shall sell said notice of default and giving of said notice of of default and giving of said notice of said, the trustee shall sell said properly at the time and place fixed by him in said notice of saie, either as a wole or in separate parcets, and in such order as he may determine, at public auction to the highest blder for cash, in lawful money of the day portion of said property by public announcement at such time and place of said any portion of time to time thereafter may postpone the sale by public announcement the sale by public announcement the sale by public announcement the sale by public announcement.

connecement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by liaw, conveying the property so sold, but without any covenant or serving the property of the purchaser his deed in form as required by liaw, conveying the property of the property o

and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the power 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 first deed. (3) To the obligation secured by the interests of the trustee in the trust deed as their interests appear in the deed or to his successor in interest entitled to such 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 cutilied to such sirplus.

10. For any reason permitted by law, the beneficiary may from time to make appoint a successor or successors to any trustee named berein, or to any successor trustee appointed hereunder. Upon such appointment and without covers and the successor trustee, the latter shall be vested with all without covers and the successor trustee, the latter shall be vested with all title, power by the beneficiary, one and the substitution shall be made by written in the property of the trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the property is situated, shall be conclusive proof of the successor trustee.

proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknown in the successor is the successor is trustee.

12. Trustee accepts this trust when this deed, duly executed and acknown is a successor in the successor is trusteed and acknown in the successor is trusteed and acknown in the successor is trusteed and acknown in the successor is an action or proceeding in which the granter, beneficiary or trusteed applies to the successor is trusteed applies to the successor in trusteed acceptance of the successor is trusteed acceptance of the successor is trusteed and trusteed applies to the successor is trusteed and trusteed applies. The successor is trusteed and trusteed applies to the successor is trusteed and trusteed applies to the successor is trusteed and trusteed applies to the successor is trusteed as a successor and trusteed

IN WITNESS WHEREOF, said arm s the pural

WHEREOF, said gran	ntor hos hereunto set his	hand and seal the day and year first above written	in li
		Royal	n.
STATE OF OREGON		- Lufesto	
County of Klamath Sss		COLLA	_)
THIS IS TO CERTIFY that on this	day of	Constitution of the Consti	<b>)</b>
Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.  Notary Public in and for said county and state.		ereote a unally services and the services	
SEAD:	- El	sedi the day and year last above written.	
Loan No.	My commiss	lic for Oregon H-12-78	
TRUST DEED		STATE OF OREGON County ofKlamath} ss.	
TO Grontor	(DON'T USE THIS SPACE, RESERVED FOR RECORDING	I certify that the within instrument was received for record on the 7th day of April . 1978.  at 3:55 o'clock P. M., and recorded in book M78	対応の対象が
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To:	CABEL IN COUNTES WHERE USED.)	in book M78 on page 6777.  Record of Mortgages of said County.  Witness my hand and seal of County.	
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		William D. Milne	
		By Servetta & Setsch	THE PERSON NAMED IN

## Marine's Charles REQUEST FOR FULL RECONVEYANCE

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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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you therewith together, with any same).

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by 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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CONTRACTOR OF STREET OF # @ 1212 DATED: V235.5 Self Come BETTING.

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