...... HANS. RANDOLPH SIMONSEN and NANCY ANN SIMONSEN, busband and wife

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 'rust, with power of sale, the property in Klamath. County, Oregon, described as:

> Lots 21 and 22, Block 3, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Mamath, 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 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 appearates, equipment and dixtures, 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 with the above described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing performance of each agreement of the granter herein contained and the payment of the sum of the sum of the payment of the sum of the payment of the sum of the payment of the payment of the sum of the payment of the payment of the sum of the payment of the payment of the sum of the payment of the payment of the payment of the sum of the payment of

This trust deed shall further necure 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 redit 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 rein that the said premises and property conveyed by this trust deed are see and clear of all encumbrances and that the grantor will and his heirs, excutors and administrators shall warrant and defend his said title thereto gainst the claims of all persons whomsoever.

against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when dur, ail taxes, assessments and other charges levied against thereof and, when dur, ail taxes, assessments and other charges levied against thereof and, when dur, ail taxes, assessments and other charges levied against thereof and, when dur, ail taxes, assessments and other charges levied against thereof and the construction of the categories of construction or hereafter constructed or said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed or said premises within six months from the date or hereof or the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanike manner any building or improvement on said property within fifteen story any building or improvements mow or hereafter within fifteen story any building or improvements now or hereafter erected upon said property in good repair and to commit or suffer now was to fasily property in good repair and to commit or suffer now as to fasily property in good repair and to commit or suffer in a sum not less than the original principal sum of the note or chilgation in a sum not less than the original principal sum of the note or chilgation secured by this trust deed, in a company or companies acceptable to the branches of the principal place of business of the beneficiary and with approved loss payable clause in favor of the beneficiary attached and with approved loss payable clause in favor of the beneficiary may in it to sem discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary may in its own obtained.

That for the purpose of providing regularly for the prombt naument of all taxes.

obtained. That for the purpose of providing regularly for the prompt narment of all taxes, assessments, and governmental charges levied or assessed ugainst the above described property and insurance premium while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appuralsal value of the property at the time the loan was made grantor will pay to the leneficiary in addition to the monthly payments of verticinal and interest payable under the terms of the note or obligation secured hereby on the data installments on purchash and hoursest at a bravile an about upon to 1712 of the forest coversing, and other changes due will payable with respect to said property within each succeeding three years while this Trust theed is in effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor interest to said property within each succeeding three years while this Trust theed is interest as contained and directed by the beneficiary. Beneficiary shall pay to the grantor further than the highest rate authorized to be pold by banks on their open passbook accounts minus 3/4 of 10%. If such rate is less than monthly balance in the account and shall be pad quarteriy to the grantor by crediting for the excess account the amount of the laterest due.

Wildle the granter is to pay any and all taxes, assessments and other charges ledel or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all instrance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The granter bedy authorized the beneficiary to pay any and all taxes, assessments and other charges the beneficiary to the amounts as shown by the statements of turnshed by the collector of such faxes, assessments or other charges, and there is the mounts of the collector of such faxes, assessments audittied by the statements with the susance preduction the amounts shown on the statements submitted by the neutrance carriers or their representatives and to withdraw the sums which may be greater than the transfer of the property of the prop

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 granter 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.

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

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 on 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 hereof 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 are resonable sum to be fixed by the court, in any wich action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the granter 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:

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i. In the event that any portion or all of anid property shall be taken their 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 payable as compensation for such taking, which are in excess of the amount repair or incurred by the grantor in such proceedings, shall be paid to the beneficiary 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 fees necessarily paid or incurred by the beneficiary in such proceedings, and the planter applied upon the indebtedness secured hereby; and the grantor as chall 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

shall be \$5.60.

2. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, haves, royalties and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness accured hereby or in grantor shall default in the payment of any indebtedness accured hereby or in the performance of any Syreenenth hereunder, grantor shall have the right to collect all nucle rents, issues, toyalties and profits carned prior to default as they become down and the property of the subject of the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own manie use for or otherwise collect here rents, issues and profits, including those past due and unpaid, and apply the same, loss causes and expenses of operation and collection, including reasonable attorneys loss, upon any indebtedness accured hereby, and in such order as the hemoticiary may determine.

Deputy

FEE \$ 6.00

- 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.
- 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 agreement and upon default by the agreement of the property in the property of the property in the property i
- 7. After default and any time prior to five days before the date set the Trustee's sale, the grantor or other person so evileged may pay the entire amount then due under this trust deed and enforcing the terms of the obligation and trustee's and attorney's fees texceeding \$50.00 each) other than such portion of the principal as would 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 asle, the treatee shall sell said property at the time and place lixed by him in taid notice of saie, either as a whole or in separate purcels, and in such order as he may determine, at public auction to the highest hidder for cash, in lawful money of the United States, payable at the time of, sale, Trustee may pratoone sale of all or any portion of said property by public announcement 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 trusted deliver to the purchaser his deed in form as required by law, occavering the perty as sold, but without any coverantor extranty, express or implied, rectials in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the gra and the beneficiary, may purchase at the sale.

- 9. When the Trutee 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 trust deed. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed of the trustee in the trust deed 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 irrustee, 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 ether 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, lunes to the benefit of, and binds all parties hereto, their heirs, legates devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including piedgee, of the note secured hereby, whether or not named as a beneficiary herein. In constraing this deed and whenever the context so requires, the maximum general relations to the plural.

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

HANS RANDOLPH SIMONSEN (SEAL) X NANCY KNY SIMONSEN JIMAN WASEAL) STATE OF OREGON County of Klamath ss THIS IS TO CERTIFY that on this 12 May Notary Public in and for said county and state, personally appeared the within named

HANS RANDOLPH SIMONSEN and NANCY ANN SIMONSEN, husband and wife ____day of_ ____, 19. 78, before me, the undersigned, a to me Freehally known to be the identical individual. and mand who executed the foregoing instrument and acknowledged to me that thay executed the same freely and voluntarily for the uses and purposes therein expressed. the TESTIMONY WITEREOF, I have hereunic set my hand and affixed my notatial seal the day and year last above written. STANY SE Donald Bort Hamilton (SEALY PUE LIG Notary Public for Oregon
My commission expires: 3/20/8/ Loan No. STATE OF OREGON TRUST DEED County of KLAMATH I certify that the within instrument at 3;19... o'clock P.M., and recorded in book K 78 on page 10614. Record of Morgages of said County. KLAMATH FIRST FEDERAL SAVINGS USED.) AND LOAN ASSOCIATION Witness my hand and seal of County affixed. Beneficiary After Recording Return To: WM. D. MILNE KLAMATH FIRST FEDERAL SAVINGS County Clerk AND LOAN ASSOCIATION By Dernethand Alloch 540 MAINST.

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William	Sisemore,	, Trustee
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The undersigned is the legal owner and holder of all indebtodness 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 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

	Klamath First Federal Savings & Loon Association, Beneficia-
DATED:	by