...... 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 Klamath, State of Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes,

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, waterin, and irrigation apperatus, equipment and fixtures, together with all awnings, venetian blinds, floor lating, air-conditioning, refrigerating, waterin, and irrigation apperatus, 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 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 first three payments of the sum 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 sum of the payment of the sum of the payment 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

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 readit 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 herein that the said premises and that the grantor will and his heirs, 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.

executors and administrators shall warrant and defend his asid 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 thereof and, when due, all taxes, assessments and other charges levied against thereof and, when due, all taxes, assessments and other charges levied against thereof and the construction of the construction of

obtained.

That for the purpose of providing regularly for the prompt narment of all taxes, assessments, and governmental charges levied or assessed upainst 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 use made and the property and the pay to the leneficiary in addition to the monthly payments of the first installments on putheful and interest payable under the terms of the note or obligation secured hereby of the data, assessments, and other changes due and payable with respect to said property within each successing three years while this Trust theed is different to said property within each successing three years while this Trust theed is interest on said amounts at a rate not less than the highest rate authorized to be paid by banks on their core passbook accounts minus 3/4 of 1%. If such rate is less than 40%, the tax of interest paid shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the excess and the laterest due.

While the granter is to pay any and all taxes, assessments and other charges leviel or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The granter berthy sutbernies to be beneficiary to pay any and all taxes, assessments and other charges leviel or immosed against said property in the amounts as shown by the statements thereof functioned printing in the amounts above on the statements submitted by the insurance printing in the amounts above on the statements submitted by the insurance printing in the amounts above on the statements submitted by the insurance varieties or their resentatives and to withdraw the sums which may be required from the reserve account. If any, established for that purpose. The granter agrees in no event to bold the beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorited. In computing the such insurance excepts upon the obligations secured by this trust deed, in computing the amount of the indebtedness for payment and satisfaction in full or upon sale 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 a 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 eption 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 encilciary may as its option carry out the same, and all its expenditures there or shall draw lateress 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. In this connection, the beneficiers shall have the right in its discretion to complete may improvements made on said premises and also to make such repairs to said coperty 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, excenants, conditions and restrictions affecting said property; to pay all costs, fees and expense 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 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, acluding cost of evidence of title and attorney's fees in a reasonable 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 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:

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 commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with the 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 part of the second of the money's proceeding 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 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 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

2. At any time and from time to time upon written request of the bene
2. At any time and from time to time upon written request of the benetion payment of the free and presentation of this deed and the note for endorsement (6 case of full resources, for reaccellation), without affecting the
itability of any person for the payment of the indeptedness, the truster may disability of the making of any interpretation of said property; (b) join in granting
any casement or creating and resulted in the feed 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,
without warranty, all or any part of the present legelly entitled thereto" and
the reclass therein of any matters or facts shall be conclusive proof of the
truthfulness thereof. Truster's less for any of the services in this paragraph
shall be \$5.00.

aball he \$7.00.

2. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts all traits, isaues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until granter shall default in the perment of any indebtedness ascured hereby or in the performance of any Syrenients hereunder, granter shall have the right to collect all more texts, isaues, tuyalties and profits carned prior to default as the recruss does not personally the property of the state of the personal property of the state of the personal property of the state of the personal property of the indebtedness hereby secured, enter upon and take possession of the rate, isaues and profits, including those past due and unpaid, and apply the same, isons crats and expenses of operation and collection, including reasons as the hemoticary may determine.

- 4. The entering upon and taking possession of said property, the collection of such rents, issued 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 waite any death 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, conveying the perty so sold, but without any covenant or warranty, express or implied recitals in the deed of any matters or fact shall be conclusive proof of ruthfulness thereof. Any person, excluding the trustee but including the grand 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 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 tipen such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee hereus and appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the oeneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county cierk or recorder of the county or countries in which the property is tituated, shall be conclusive proof of proper appointment of the successor trustee.
- 11. Trustee accepts this trust when this deed, duly executed and acknow-to notify any party hereto of pending sale under any ether deed of trust or of party unless such action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee shall be a 12. This dead says that the same trustee shall be a 12. This dead says the same trustee that the same trustee shall be a 12. This dead says the same trustee the same trustee that the same trustee the same trustee that the same trustee that the same trustee the same trustee that the same trustee that the same trustee the same trustee that the same trustee the same trustee the same trustee that the same trustee the s
- 12. This deed applies to interest to the benefit of, and binds all parties hereto, their heirs, legatees devisces, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including piedgee, of the note accured hereby, whether or not named as a beneficiary herein. In constraing this dead and whenever the confert so requires, the maximum calling general includes the feminine and/or neuter, and the singular number includes the plural.

Witness my hand and seal of County

County Clerk

Deputy

WM. D. MILNE

By Sernethan & Allach

FEE \$ 6.00

affixed.

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

HANS RAN OLPH SIMONSEN (SEAL) MANY STHONSEN STANDARD (SEAL) STATE OF OREGON County of Klamath ss THIS IS TO CERTIFY that on this 12 THIS IS TO CERTIFY that on this 12 day of May , 19 78, before me, the undersigne Notary Public in and for said county and state, personally appeared the within named.

HANS RANDOLPH SIMONSEN and NANCY ANN SIMONSEN, husband and wife \_\_\_\_\_, 19. 78, before me, the undersigned, a to me Frechally known to be the identical individual and many 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 WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written Donald But Hamilton SEALY PUELIC Notary Public for Oregon My commission expires: 3/20/81 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 106ith FOR RECORDING LABEL IN COUN-TIES WHERE USED.) Record of Morrgages of said County. KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

| TO: William | Sisemore, | , Trustee |
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|-------------|-----------|-----------|

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS

AND LOAN ASSOCIATION

540 MAINST.

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   |