

THIS TRUST DEED, made this 16th day of JUNE,

VERLIE M. HESSELTINE AND LOTTIE L. HESSELTINE, husband and wife, 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.

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:

RECREATIONAL LOT SEVEN EIGHT
Lot 7, Block 3, COUNTRY GREEN, TRACT 1085, according to
the official plat thereof on file in the office of the
County Clerk of Klamath County, 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, ventilation, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with allawnings, 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 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 ~~AMOUNT~~ FOUR THOUSAND SIX HUNDRED SEVEN AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$208.75 commencing

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereunder 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 hold, with the trustee and the beneficiary, the said premises and property conveyed by this trust deed 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 claim of all persons whomsoever.

The grantor agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-odence 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 restore promptly and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair; and to commit or suffer no waste of said premises; to keep all buildings, property and improvements now or hereafter erected on said premises properly and improvements by him or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with premium paid, to the principal place of business of the beneficiary, at least fifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may, in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancellable by the grantor during the full term of the policy thus obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the above described property and insurance premium while the indebtedness secured hereby is in excess of 30% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appraisal value of the property at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note of obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/12 of the taxes, assessments and other charges due and payable with respect to said property within each succeeding 12 months and also 1/12 of the insurance premium payable with respect to said property within each succeeding three years while this trust deed is in effect, and unpaid at a rate not less than the highest rate authorized to be paid by banks in their open passbook accounts minus 8/4 of 1%. If such rate is less than 4%, the rate 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 escrow account the amount of the interest due.

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 enforcement (in case of full reconveyance, for cancellation), without affecting the liability of the grantor for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lien or charge hereon; (d) reconvey, without warranty, all or any part of the property. The grants in any reconveyance may be described as the "person or persons legally entitled thereto" and the truthfulness thereof, trustee's fee for any of the services in this paragraph shall be \$50.00.

As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the grantor's default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, leases, royalties and profits earned prior to default as they become due and payable. Upon 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, take upon and take possession of said property, or any part thereof, in its own name and for or otherwise collect the rents, issues and profits, including those past due, if unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

13051

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 with 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 beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee a written notice of default and election to 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 shall deposit with the trustee this trust deed and all promissory notes, and documents evidencing expenditures secured hereby, whereupon the trustee 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 \$50.00 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 recitation of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder at each in several parts of the United States, payable at the time of sale. Trustee may postpone 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 no-

ice or otherwise, giving reasonable notice to the parties concerned.

9. In witness whereof said grantor has hereunto set his hand and seal the day and year first above written.

Verle M. Reseltine (SEAL)

VERLE M. RESELTINE

Lottie L. Reseltine (SEAL)

LOTTIE L. RESELTINE

set his hand and seal the day and year first above written.

June 19, 1978, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named,

VERLE M. RESELTINE and LOTTIE L. RESELTINE, husband and wife

and do hereby certify to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that

they executed the same freely and voluntarily for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donald Bert Hamilton

Notary Public for Oregon

My commission expires: 3/30/81 308-18

HUNDRED GRAVELIA AREA VFD NO. 10

STATE OF OREGON } ss.

County of Klamath }

I certify that the within instrument was received for record on the 19th day of June, 1978, at 3:25 o'clock P.M., and recorded in book M78 on page 13050 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By *Bennetha Helsch*

Deputy

CONCL CIRK OF Klamath County, Oregon. Fee \$6.00

1978, 1 BLOCK 3, CONCL CIRK, M78, 13050, according to

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

To: William Slemmons, Trustee

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

instrument) and to reconvey without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the

terms of said trust deed.

WITNESS: Klamath First Federal Savings & Loan Association, Beneficiary

DATED: AUGUST 11, 1978, 1978

20238

LESLIE DEED

AOT 13050