m. # 6488 Vol. 178 Page 14597 TRUST DEED

...... 19 ... 7.8, between

THIS TRUST DEED, made this 7th day of July TEMENTIN K. P. MAE. a married man.

KLAMATH FIRST FEDERAL SAVINGS AND I OAN ASSOCIATION, a corporation organized and existing under the laws of the

2 are Witnesseth:

A SECURE OF SEC The grantes prevocably grades bargeins, sells and conveys to the trustee in trust, with power of sale, the property in

to be the a sign many begins the property of

RECHEM FOR EMIT PROOPERS TO Lot 17 in Block 309, DARROW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Therest County, Oregon.

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

together with 12 and singular the appearances, tenements, hereditements, 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, ventilatings, air-conditioning, refrigerating, watering and irrigation appearance, equipment and firstures, together with all awnings, venetian blinds, floor covering in place such as wall-towall carpeting and lighting, shades and built-in appliances now or hereafter inscaled in or used in connection covering in place such as well-to-well carpeting and landlaum, 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 a grantor herein contained and the payment of the sum of FORTY THOUSAND AND NO/IOO (Separation of the sum of

This trust deed shall further source the payment of such a iditional money, it, as may be leaned because by the hymniniary to the grantor or others as an interest in the above described property, as may be evidenced by a or socies. If the indettedages secured by this trust deed is evidenced by home our mode, the hempitiary may credit payments received by it upon all and the payments of the payments are part of any payment on one note and part on another, in Remeticiary rusy deed.

he grantor hereby evenumes to and with the stustee and the beneficial that the sale premises and property conveyed by this trust deed as a dear of all ensurabrances and that the grantor will and his heir rand administration, shall warrant and defend his said title thereithe claims of all persons who moneyer.

against the claims of all persons who movever.

The grander commands and agrees to pay hald note according to the terms thereof and, which this half to the assessments and other charges levied against the control of the commands and the charges levied against add the control of the control

chiratized.

That for the purpose of providing regularly for the promet payment of all tars, assessments, and governmental charges levied or assessed against the above described property and invarance premium write the indeptendence secured hereby list never to 80% of the lesser of the original purchase price paid by the granter at the time two loos was made or the beneficiary's original apartians rather of the property at the time the loos was made, grantor will pay to the beneficiary in addition to the mortally payments of principal, and the related the terms of the note or obligation secured hereing on the date initialization, on principal, and therefore the sud obstails with respect to said property within such assessments. As the constant of the loss of the tasses, assessments, and to be the property within such assessments are payments to provide the property within such assessments are such about 1.52 of the same, assessments as a self-such assessments as assessments as a self-such assessment to the granter shall prove to the granter by about the same and amounts at a series then less them the same of the same

White the granter is to pay may and all taxes, whose means and other charges levied or assessed against said property, or any part, thereof, before the same begin to bear interest and also to pay premiums on all incurance policies upon said property, such payments are to be made through the beneficiary, as spreased. The granter interdy authorize the beneficiary to pay sain and all taxes; assessments and other charges deviations; the same taxes, and a pay the interingular between the beneficiary of the absentate is though by the distinctes? The transfer of the same and th

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, assertances, incurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantur shall pay the defleit 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 defleit to the principal of the obligation secured hereby.

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obligation secures nerely.

Should the grantor fall to keep any of the foregoing covenants, then the best cleary may at its option carry out the same, and all its expanditures therefore the same in the control of the same in the covenants, then the same covenants are the rate specified in the note, shall be repayable by the grantor of the same covenants, the same coverage of the same covenants and and shall be secured by the lien of this trust deed, this someone coverage of the same cove

The trantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, lees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the 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; tappear in any defend any action or propeeding purporting to affect the secret appear in any desired any action or propeeding purporting to affect the secret appears in any desired any action or propeeding outprovers and the costs and costs

be beneficiary will furnish to the grantor on written request therefor an statement of account but shall not be obligated or required to furnish their 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 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 6: defend any schon 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 payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor and applied by it first upon any reasonable costs and expenses and attorney's need 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 necessarily in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the heneficiary, payment of its fees and presentation of this deed and the note for enficiary, payment of its fees and presentation of this deed and the note for enficiary, payment of the payment of the indehtedness, the trustee may (a)

only be paking of any map or pint of said property; (b) jole in granting
on the granting and restriction thereon, (c) join in any subordination
or other agreement affecting this deed or the lien or charge hereof; (d) reconvey,
without warranty, affecting this deed or the lien or charge hereof in any recovery,
without warranty affecting this deed or the lien or charge hereof any recovery,
without warranty affecting this deed or the lien or charge hereof any recovery,
without warranty affecting this deed or the lien or charge hereof in any recovery,
without warranty affecting this deed or the lien or charge hereof any recovery,
without warranty affecting this deed or the lien or charge hereof any recovery
without warranty affecting this deed or the lien or charge hereof or any recovery.

The payment of the hereof or the payment of the services in this paragraph
shall be \$5.00.

shall be \$5.00.

2. 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 tributy shall default in the payment of any indebtedness secured hereby or in the preformance of any agreement hereunder, grantor shall have the right to notice still still rents, issues, royalties and profits earned prior to default; as they become due and payable. Upon any default by the grantor hereunder, the become of the still still shall be shall

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ement at the time fixed by the precoding postponement.

7 So the purposes his deed in form as required by law,
50 sold, by without any covenant or warranty, expresize in the deed of any matters or facts shall be concluding the trustee but include the control of the control I. The grantor shall notify beneficis for sale of the above described pro supplied it with such personal infor-ordinarily be required of a new loan date charge. 2. When the Trustee relis requirement to the powers provided herein, trustee shall apply the proceeds of the trustees sale as follows: (1) trustee shall apply the proceeds of the trustees sale as follows: (1) reasonable of the sale including the compensation of the trustee, and reasonable of the sale including the compensation of the trustee, and reasonable of the sale including the recorded items authorized by interested of the trustee in the trust deep at their interests appear in deed 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. a. Time is of the essence of this instrument, and input the payment of any indertedness security layers, and input the payment are any indertedness security layers, or in per the payment and payable by delivery to the misses of written the payment of the payment of written the payment of th Geen or to the sencesor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successor to any trustee named herein, or to any consequence of the successor trustee, the latent of the successor trustee, the latent shall be vested with all title, powers and the successor trustee, the latent shall be vested with all title, powers and the posterior of the successor trustee, the latent shall be vested with all title, powers such appointment and substitution shall be allowed by written instrument executed the successor trustee, and its place of the county of the successor trustee to the trust deed and its place recorder which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. the diese default and any time prior to five days before the date set in a firster for the Truster's sale, the grantor or other person so fine the man pay has entired shapened then due under this trust person so collections secured thereby inscituting costs and expenses actually incurred entorcing the terms of the obligation and truster's and attorney's fees expecting 888,00 each, other than such portion of the principal as would then be due had no default occurred and thereby ours the default. 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 sais 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. After the large of such time as may then be required by have indoored and the control of such and the hereto. This deed applies to, inures to the benefit of, and binds all parties assigns. The sease busilings are seased as a busiling assigns of the sease busilings, and mean the holder and owner, including herein. In constraint, this deed and whenever the context so requires, the manifestation of the safe source hereby, whether or not named as a beneficiary unline space to the context so requires, the manifestation of the safe sease of the s WITNESS WARRED F. said awake life between set his hand and seal the day and year first above written. Marie de la constante de la co (SEAL) TATE OF PREBONS TAIL OF OREGON 272 (SEAL) Forther is not be some country and page , 19. 78, before me, the undersigned, c and the same to be the identical individual if could in one of the executed the foregoing instrument and acknowledged to me that the foregoing instrument and acknowledged in Madule's frequency Hill Com Filtagour jug No ary Public for Oregon 141 STATE OF OREGON County Klamath 85. al parin sertify that the within instrument with mean i e dictal and we received for record on the of 3424 o'clock P.M., and recorded in book M78 on page 14598 Grontor Light IN COUN. Record of Mortgages of said County. KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Witness my hand and seal of County affixed. rding Return To: PAMATH FIRST FEDERAL SAVINGS Wm. D. Milne and fown Section the Company, Origon. County Clerk thereof of the in the office of the course \$200. Deputy LO! 17 In Block 309, INEROM ADDITION to the City REQUEST FOR FULL RECONVEYANCE TO: William Sheemore.

The Universal Indian Sheemore is the legal secure and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully part and sumface the legal secured by said trust deed or pursuant to specify the states to concer all sections of indebtedness accorded by said trust deed or trust deed on the securety, without statement, to the pursuant to be seen and the securety, without statement, to the pursuant deed by said trust deed trust deed to you herewith together with said trust deed the estate now held by you under the

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