TRUST DEED

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THIS TRUST DEED, made this	•			19.78	between
muc mover DEED made this	1st. day of .	December			
THIS TRUST DEED, made this	and T.TNDA	STELLE. husband	and wife.		
CHYKY STEPHE.	, cq 4, C4 , L4 , L4 , L4 , L4 , L4 , L4 , L			Milliam Sigemore, 85	trustee, and

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;

WITNESSETH:

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:

> Lot 29, in Block 21 OREGON SHORES SUBDIVISION - UNIT 2, TRACT 1113, 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 appurtenences, 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 apparatus, 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 19**79**...... January 25th

This trust deed shall further secure 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 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 and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heir, free and clear of all encumbrances and that the grantor will and his here 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 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 levided against and property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date on the said property and in good workmanilse and other commenced; to repair and restore hereof or the date construction is hereafter ensured and pay, when due, all costs incurred therefor; to allow a said property which may be damaged destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such beneficiary within fifteen days after written notice from beneficiary of such beneficiary within fifteen days after written notice from beneficiary of such hereafter erected upon said property in good repair and to commit or suffer no waste of said premises; to keep all buildings and improvements now or hereafter erested 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 errested upon said property in good repair and to commit or suffer no waste of said premises as and premises continuously insured against on the results of the said property in the said premises continuously insured against on the principal point of the other hearts of the property in the said property in surface in or the property of insurance in correct or and with approved loss psyable clause in favor of the beneficiary at least premium paid, to the principal place of business of the beneficiary and its own to be principal place of business of the beneficiary and its own to be principal place of business of the beneficiary and its

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges leveled or assessed against the above described property and insurance premium while the indebtedness secured bereby is in excess of 80% of the lesser of the original purchase price paid by the granter at the time the loan was assessed and the property at the time the loan rade or the beneficiary's original appraisal value of the property at the time the loan rade or the beneficiary original appraisal value of the property at the time the loan rade or the beneficiary in addition to the monthly payments of was made, grantor will pay to the beneficiary in addition to the monthly payments on the date installments on principal and interest are payable and amount caulal to 1/19 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/30 of the insurance prenuma payable with respect to said property within each succeeding three years while this Trust Deed is the respect to said property within each succeeding three years while this Trust Deed is the interest on said amounts at a rate not less than the highest rate authorized to be paid there years the payable and the payable with reals less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c. If such rate is less than by banks on their open passbook accounts minus 3/4 of 15c.

While the grantor is to pay any and all faxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear hierest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed the against said property in the amounts as shown by the statements thereof furnished by the against said property in the amounts as shown on the statements or other charges, and to pay the insurance premiume collector of such taxes, assessments or other charges, and to pay the insurance premiume in a mounts shown on the statements submitted by the language premiume from the amounts shown on the statements submitted by the language contract of the payment of the indebtedness for payment and satisfaction in full or upon sale or other 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 any time for the payment of such charges as they become due, the grantor shall pay time for 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.

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Should the grantor fail to keep any of the foregoing covenants, then the henefticiary, may at its option carry out the same, and all its expenditures therefore the form of the forest at the rate specified in the note shall be repayable by for shall draw interest at the rate specified in the note of this trust deed. In the grantor on demand and shall be secured by the ten of this trust deed. In the grantor on the beneficiary shall have the right in its discretion to complete the 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.

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 or in enforcing this obligation, and trustee's and attorney's fees actually incurred; in enforcing this obligation, and trustee's and attorney's fees actually incurred; the 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 in reasonable sum to be fixed by the court, in any such action or proceeding in 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:

1. 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 of eminent domain or condemnation, the beneficiary shall have the right of commence, prosecute in its own name, appear in or cleend any action or proceedings, or to make any compromise or settlement in connection with such taking, which are in excess of the amount repayable as sumpensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's for accessarily paid or incurred to the proceedings, shall be pecied to the beneficiary or incurred to the proceedings, the proceedings, and the particle by its first upon any reasonable costs and expense and attorney's expenses and attorney as the proceedings, and the particle applied upon the indebtedness accured hereby; and the grantor agree, at its own expense, to take such actions and execute such instruments as shall the proceedings and the proceedings of the proceedings and the proceedings of the proceedings o

request.

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 hisbility of any person for the payment of the indebtedness, the trustee may (a) itshility of any person 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 grantic convergence of the restriction thereon, (c) join in any subordination any easement or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lie-of charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the rectials therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00.

3. As additional accurity, grantor hereby assigns to heneficiary during the continuance of these trusts all rents, issues, royalities and profits of the property affected by this feed and of any personal property located thereon. Until grantor shall ideal in the payment of any indebtedness secured hereby or in the performance of the agreement hereunder, grantor shall have the right to collect all such rents insues, royalities and profits earned prior to default as property of the property of any part thereof, in its own name such for otherwise collections, the such property of any part thereof, in its own name such for otherwise collections, the such property of any part thereof, in its own name such for otherwise collections, the property of the property of the property of the property of the part of the part of the property of the part of the

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- 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 rany taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or wave 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 conform supplied it with such personal information concerning the purchaser as 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 mediately due and payable by delivery to the trustee of written notice of default duly filed for record, the trust property, which notice trustee shall cause to be the beneficiary shall deposit with the trustee of default and election to sell, the trust property, which notice trustee shall cause to be the beneficiary shall deposit with the trustee this trust deed and all promissory trustees 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 privileged may pay the entire amount them due under this true 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.
- not then be due had no default occurred and increasy cure the delault.

 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 saie, the for said, either as a whole or in separate parcets, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of saie. Trustee may postpone sale of all or any portion of said property by public amountment at such time and place of saile and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trust deliver to the purchaser his deed in form as required by law, conveying perty so sold, but without any covenant or warranty, express or implification the deed of any matters or face shall be conclusive proof truthfulness thereof. Any person, excluding the trustee but including the and the beneficiary, may purchase at the sale.

- and the denericiary, may purchase at the sale.

 9. When the Trustee 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, (a) To all persons having recorded liens subsequent to the order of their priority. (4) The surplus, if any, to the grantor of the truste deed or to his successor in interest entitled to such surplus.
- geed of 10 his successor in interest entitled to such surplus.

 10. For any reason permitted by law, the beneficiary may from time to the successor of successors to any trustee named herein, or to any successor trustee appointed hereinder. Upon each appointment and without consuccessor trustee, the latter shall he vested with all title, power and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by the observation of the conferred upon any trustee herein condensation of the control of the county of countries of the country of countries 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 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.
- 12. This deed applies to, inures to the benefit of, and binds all parties nereto, their heirs, legatees devisees, administrators, executors, successors and pledgee, of the note secured hereby, whether or not named as a beneficiary beneficiary whether or not named as a beneficiary cuiling gender includes the feminine and/or neuter, and the singular number includes the plural.

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

	ntor nots hereunto set his ho	and and seal the day and year first above wri
	1	STELLE Selle (SE
STATE OF OREGON	-0	() Attack
County of Klamath ss	<u> </u>	INDA STELLE
THIS IS TO CERTIFY that are the	•	INDA STELLE (SE
Notary Public in and for early and	_day ofDecember	10 78
Notary Public in and for said county and state GARY STELLE ar	nd LINDA CORP.	named , 19.78 , before me, the undersigned
to the personally known to be the	DA ELLE	Isband and c
the same treely and	THE WILL STREET	ted the foregoing in-t
IN TESTIMONY WHEREOF, I have hereunto a	set my hand and even i	eln expressed. ial seal he day and year last above written.
LOUBLE CALL	and chibed my notar	ial seal the day and year last above written
	3 <u> </u>	Merala II Dea
ISEATO TO OUT THE	Notary Public	for Oregon
m	My commission	on expires: 4/2/1/07
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Loan No.		
TDIICE Dans		STATE OF OREGON
TRUST DEED		County of Klamath ss.
	State American Company	
		I certify that the within instrument
		was received for record on the oth
	STHT BBU T'MOD)	
Grantor	SPACE: RESERVED FOR RECORDING	
KLAMATH FIRST FEDERAL SAVINGS	LABEL IN COUN. TIES WHERE	
AND LOAN ASSOCIATION	USED.)	Record of Mortgages of said County.
Beneficiary		Witness my hand and seal of County affixed.
	K	affixed.
iter Recording Return To:		·
Lifer Recording Return To: KLAMATH FIRST FEDERAL SAVINGS		Wm. D. Milne
Arier Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		The second section of the second seco
After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS		County Clerk
After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS		By Sunetha of us Th
After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS		By Limetha & fuls Th

To be used only when obligations have been paid.

TO: William Sisomoro, Trustoo

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 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 & Loan Association, Beneficiary GARY SWELLE and LINDA STELLE, hypotherm DATED: Mecemper 2000

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