5 4460 MTC 7295	Vol.///	9 rage 60141
03~111 **		
59821 14th day of THIS TRUST DEED, made this LARRY D. EAST and MILDR	husband and	en trustee, and
CANINGS AND LOA	WITNESSETH: wITNESSETH: sells and conveys to the trustee, in trust, wi	요즘 말 아내는 것 같은 물건을 했다.
The grantor irrevocably grants, bargains, Klamath . County, Oregon, described as:	sells and conveys to	-1:07 70 619

Lot 23, in Block 26, FOURTH ADDITION TO KLAMATH RIVER ACRES official plat thereof on file in the office of the County Clerk of Klamath

County, Oregon.

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Lot 24, Block 26, FOURTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Sale of the

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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, profiles, water rights, easements or privileges now or hereafter belonging to derived from or in anywise appartaining to the above described premises and all plumbing lighting beating ventitogether with all and singular the appurtenances, tenements, hereditaments, rents, issues, protits, water rights, easements or privileges new or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-towall concerning and tipologies chades and built is applicable to the state in the second to the second built is applicable to the second to the second built in applicable to the second to the second built in applicable to the second to the second to the second to the second built in applicable to the second to the second built in applicable to the second to

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 in the instruction of the background of the second devices of the note or notes. If the indeptedness secured his trust deed is evidenced by it mote or notes. If the indeptedness secure dit payments received by it upon mote of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

sing and the

The grantor hereby covenants to and with the trustee and the beneficiary. 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 trust and defend his said title thereto executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever. -10

executors and administrators shall warrants and default will and his heirs, egalast the claims of all persons whomsoever.
The grantor covenants and agrees to pay said note according to the terms thereof and, when due; all large assessments and other charges levied agrant thereof and, when due; all large assessments and other charges levied agrant thereof and, when due; all large assessments and other charges levied agrant charges levied agrant thereof and, when due; all large assessment and other charges levied agrant thereof and, when due; all large assessments and other charges levied agrant date property; to keep said property free from all conumbrances having predence of the date constructed on is hereafter communication of the date constructed on is hereafter communication of the date constructed on the senter communication of the date constructed on the date construction is hereafter constructed on the date construction is hereafter constructed on the date construction is hereafter constructed on the date construction of the date control is increased to the date of the date of the date of the date of the date with the date of the date construction of the date control of the date construction of the date construction of the date date with the date of the date date date of the date

which us not the purpose of providing regularly for the prompt payment of all taxes, must for the purpose of providing regularly for the prompt payment of all taxes, sessments, and governmental charges levied or assessed against the above discribed pro-sides and insurance premium purchase price paid by the prometry at the time the home with the beneficiarly so its the beneficiarly in an and the time the the intervention made, grantor will pay be under the terms of not and the or obligation secured here principal and interest pay and principal and interest in payable with respect to suparable with of the taxes, assessments and other charges due and payable with respect to suparable with respect to said property within each succeeding the time the interact of the insurance premium payable with respect to said property within each succeeding the respective will this tay to be granter interest and such as the respective to the payable with respect to suparable with respect to said property within each succeeding the respective will the rate of the remaining of the respect to be paid interest and and interest paid principal and interest in payable with respect to said property within each succeeding 1 with each succeeding the respect to said property within the second account and interest be as a standard and interest the second and the second and the respect to be paid interest on said amounds at a rate not less than the bendiciary shall pay to be as than by banks on their open passbook accounts minerest and here the rate is be as than another the second account and shall be faid quarterly to the kranter by crediting its escond account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges lested or assessed against sail property or any part thereof, before the same buck to bear interest and also to pay premi the beneficiary, as adoresand. The grantor hereby autoparty are to be made through all taxes, assessments uno there charges teled or imposed there is and to the pay any annual all taxes, assessments and there charges teled or imposed is a statistical to be any any annual and taxes, assessments and there charges teled or imposed best and property in the assessments or other charges, by the insurance carriers or there is a collector of such taxes, assessments or other charges, by the insurance carriers or their ren-collector of such taxes, assess attements subtle may be into even to pay the insurance there is a property in the sums which may not into a state of the pay the insurance carriers or their ren-rest into a state in the sums which may not a state in the rest of account is any established for that may insurance wither of raw bas antimetrical to apply any of a defect in any insurance policy and the any insurance company in computing the and in taxes is one obligations second by this trust deed. In computing the amount of, the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon sale or other amount of the indebletones for payment and satisfaction in fail or upon faile of the satisfaction in faile or upon faile of

acquisition of the property by the beneficiary after default, any halance remaining in the second account shall be credited to the indebicances. If any authorized reserve account for taxes, assessments, insurance premiuma and other charge is not sufficient at lime for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not hald within ten days after such demand, the heneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, corenants, conditions and restrictions affecting said property: to pay all costs, cost of title search as a sole of the truster and the search as well as the the other costs and expenses of the truster attorney's fees actually incurred in enforcing this obligation, and trusters and trusters and to appear the rights obligation or proceeding purporting to alfed to pay all to here of or the rights of the cost of evidence of title and attorney fees and to pay all costs and expenses. Including cost of evidence of title and attorney costs and the here of the rights of the court, in any in any sut brought by bene-reasonable sum to be liked, and all said sums shall be secured by this trust which the beneficient of the ded, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor 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 to commence, prosecute in its own name, appear in or delend any ac-ter sight to commence any compromise or settlement in connection with the right to commence any compromise or settlement in connection with the right to commence any compromise or settlement in connection with the right to add it is for such taking, which are in excess of the amount re-such taking and, if its for such taking, which are in excess of the amount re-such taking and, if its of or such taking which are in excess of the amount re-such taking and its of the other taking which are in excess of the atometry fulled to pay all reason in such proceedings, shall be paid to the beneficiary for a applied by it first incurred by the heneficiary in such proceedings, and the reas necessarily paid or the indebtedness secured hereby; and the grants as stees, at its own expense, to take such actions and excents such instruments as the own expense, to take such compensation, promptly upon the beneficiary's the uncessarily in obtaining such compensation, promptly upon the beneficiary's trequest.

request. 2. At any time and from time to time upon written request of the beneficiary approximate of list fews and presentation of this deed and the note for en-dorsement (in case of our recovery ance, for endotted the strength of the list of any person for the payment of the indextedness, the transfer any (a) list of the making of any map or plat of the indextedness, the transfer any (a) any ensement or creating and restriction the ison or charge hereof; (d) recovery, any one memory of the payment of the property. The grantee in theretow without warranty, all or any part of the property. The grantee in theretow and the stream of any uniters or facts shall be conclusive proof of the into may be described in the ison or facts shall be conclusive. Trustee's fees for any of the services in this paragraph intuitiving a 25.06. 3. As additional security

Distributions intered, if united is fees for any of the services in this paragraph shall be \$5.60. 3. As additional security, grantor hereby assigns to beneficiary during the orninuance of these trusts all rents, issues, royaities and priod thereon. Until perty affected by this deed and only of any indebtdeness secre the right to con-grantor shall be any agreement is and priod thereon to the trust as they the performance of any agreement. In other, either in perior by best any agreement the performed and the payment's and priod there is a per-bect all series and payhle. Upon any default by the grannor shall or to default as they be a point any agreement, notice, either in perior, by agent or by a perior by appendic by a nour, and without regard to the sequence of any neurity for the indebtedner thereof, in its own name for or otherwise collect the sum of payhle upon the schedule are and uppla, and easing neurity for the indebtedner thereof, in its own agent doubled and easing the sume, its uses and paying backtedness secured hereby, and in such order the sume, its upon any backtedness secured hereby, and in such order as the beneficiary in may determine. S877S

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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 po-letes or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not ours or waive any de-fault or notice of default hereunder or invalidate any act done pursuant to such notice.

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5. The grantor shall notify beneficiary in writing of any sale or con-tract 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 indebiedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby in-mediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon 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 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 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 trustees 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 han no default occurred and thereby one are the following 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 trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as he may de-termine; at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or sale and from time to time thereafter may postpone the sale by public an-

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neurocement at the time fixed by the preceding postponement. The trustes shall deliver to the purchaser his deed in form as required by law, convering the pro-perty so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

and the observiciary, may purchase at the saie. 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 the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the interests of. (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 successor to any trustee named herein, or to any successor trustee appointed hereauder. Upon such appointment and without con-verance to the successor trustee, the latter shall be vested with all title, powers and duits conferred upon any trustee herein named or appointed heremder. Each such appointment and substitution shall be made by written instrument execute 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 record, which, when recorded in the office of the conduct endows proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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.

party nurses such action or proceeding is brough by the transmission of the second sec

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

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TE OF OREGON			
the 14 ·	day of December	, 19 78, before me, the undersigned, c	
THIS IS TO CERTIFY that on this 77 ary Public in and for said county and	state, personally appeared the within no		
LARRY D. EAST and MIL	DRED L. EAST, husband	d the foregoing instrument and acknowledged to me that	
and the second	interily for the uses and purposes motor	d the foregoing instrument and acknowledged to me than expressed.	
in and the some neery and von	unto set my hand and affixed my notaria	il seal the day and year last thove written.	
		1) Battle (the)	
na Dan El VOSSI	10 Notary Public	for Oregon	
	My commissio	n expires: 3/20/8/ 63 66	
200 000 000			
Thur, and a start		STATE OF OREGON)	
Loan No.	en e	County ofKlamath} ss.	
TTIST DEFD			
	And the star there an editorities	I certify that the within instrument	
	2월 2	was received for record on the 15th	
		day of <u>December</u> , 1978.	
가 있었다. 한 여자 전에서 관계가 가려하는 것이다. 	(DON'T USE THIS SPACE: RESERVED	at 4:34 o'clock P. M., and recorded in book M-78 on page 2814	
	FOR RECORDING	Record of Mortgages of said County.	
Gran TO	TIES WHERE	유명을 물건 수가 가지 않는 것을 것 같은 것 것 같은 것 같이 많은 것	
KLAMATH FIRST FEDERAL SAVIN	NGS	Witness my hand and seal of County	
AND LOAN ASSOCIATION	다는 것은 이번 것은 것은 것은 것은 것은 것이다. 같이 있는 것은 것은 것은 것은 것은 것은 것을 것을 수 있다.	affixed.	
Benefici	iary	Wm. D. Milne	
After Recording Return To:	것같은 사람이 아니는 것은 것을 것 같다. 것을 가지 않는 것을 가지 않는다. 	County Clerk	
CITE REAMATH FIRST FEDERAL SAVING	on sills in the office	or sup charge eline Alletter	
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ounty, Oregon.			
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oc 23, in Block 26, W	OUPON ADDITION TO KEAN	And Pool Baily	
에 있을 것 같은 것 같은 것 같은 것 같이 있는 것 같이 있다. 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있는 것 같이 있다.	To be used only when oblightons		
O: William Sisemore,			
T 300 G D	nd holder of all indebtedness secured by t	he foregoing trust deed. All sums secured by said trust deed any sums owing to you under the terms of said trust deed and (which are delivered to you herewith together with a decided the said to said the bald by you under	
nave been fully paid and suitshou. Four he pursuant to statute, to cancel all evidences must deed) and to reconvey, without warr	oreby are directed, on payment to your as s of indobtodness secured by said irrust de ranty, to the parties designated by the te	any sums owing to you under the forms of said that des sed (which are dolivered to you herewith together with z rms of said trust deed the estate new held by you under	
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