STATE SEATING

	63324			19 . 7.9 , between
THIS TRUST DEED.	made this .2nd. day of	March MARTE HA	.L Hushand .and	
ROBERT CAF	TE HALL AND . 11	TENY TREAT	as grantor, V	William Sisemore, as trustee, an and existing under the laws of th
			perpendion organized at	nd existing under the mass of

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the United States, as beneficiary; MALLY AND THE LECTED COMPANY OF THE STATE OF COMPANY OF THE PROPERTY OF THE PRO

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 23, VILLA ST. CLAIR, in the County of Klamath, State REQUEST FOR PART RECOMMENDANCE of Oregon. management of the Section of the Section of

The Joyan Veloca Carell KINNEY MEET BEILDE TONGE State Comment and the Party of the Party of

AND LOAN ASSOCIATION . KLAMATH FIRST FEDERAL SAYINGS

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TOWER WORKS

Not in the HIP वंस्त्रप्रकृत ្តីស្ត្រាត់ទូន៖ **រ**បង

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

together with all and singular the appurtenances, tenements, heroditaments, ronts, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating, ventinerestrer belonging to, derived from or in anywise apperiating to the above described premises, and an promoting, regarding, realing, to the above described premises, and an promoting, instancy, together with all awnings, venetian blinds, floor latting, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor April 20, 1979

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 note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, this 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 benefict herein that the said premises and property conveyed by this trust deed herein that the said premises and that the grantor will and his he free and clear of all fermitariors shall warrant and defend his said title the against the claims of all persons whomsoever.

executors and administrators shall warrant and delend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to may 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 the said property; to keep said property free foundings in course of construction control of the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore hereof and herefor; to allow beneficiary to inspect said property at all most incurred therefor; to allow beneficiary to inspect said property at all the self-time descriptions of the self-time description of the self-time

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and operamental charges levied or assessed against the above described proassessments, and operament charges levied or assessed against the above described proassessments, and operation while the indebtedness secured hereby is in excess of 30 % per the second of the lesser of the original purchase price paid by the grantor at the time the loan made or the energiciary's original appraisal value of the proving the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of was made, grantor will pay to the beneficiary in addition to the monthly payments of wind the first and interest appared to the proving the property of the time of the payment o

While the granter is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof before the same begin to hear 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 relarges besied or imposed the beneficiary to pay any and all taxes, assessments and ther charges levied or imposed the beneficiary of pay any and all taxes, assessments and so that the charges period of imposed collector of such taxes, assessments or other charges, and to pay the insurance premiums collector of such taxes, assessments or other charges, and to pay the insurance premiums required and to withdraw the sums white may required from the reserve account, resentatives and to withdraw the sums white may required from the reserve account, resentatives and to withdraw the sums white may rece in no term to both the beneficiary if any, exhabilated for that purpose. The granter agrees in no term to both the beneficiary responsible or failure to have any insurance within or for any loss or damage growing responsible or failure to have any insurance within or for any loss or damage growing very or after the substracted of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts 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 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, assessment, insurance premiums and other charges is not sufficient at any time for the payment, insurance premiums and other charges is not sufficient at any deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its ontion add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fall to keep any of the foregoing covenants, then the Should the grantor fall to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therebeneficiary have a secured by the lien of this trust deed. In the grantor on demand and shall be secured by the lien of this trust deed. In the grantor on demand and shall be secured by the lien of this trust deed. In the grantor on demand and shall have the right in its discretion to complete this connection, the beneficiary shall have the right in its discretion to complete this 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 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.

property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all lnws, 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 fees and expenses of the trustee incurred in connection with or the costs and expenses of the trustee incurred in connection with or appear in an industrial and intrustees and attorney's fees actually incurred; in enforcing this object on any action or proceeding purporting to affect the secure appear in an defend any action or proceeding purporting to affect the secure appears in an expenses, including 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 reasonable sum to be fixed by the court, in any such action or proceeding in the proceeding in the control of the contro

The beneficiary will furnish to the grantor on written request therefor an unual statement of account but shall not be obligated or required to furnish my 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 defend any action or proceedings or to make any compromise or settlement in connection with tion or proceedings or to make any compromise or settlement in connection with tion or proceedings and if it so elects, to require that all or any portion of the money such taking, which are in excess of the amount repayable as companied on the 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 beneficiary of the tendent of th

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 endersement (in case of full reconveyance, for cancellation), without affecting his liability of any person for the payment of the indebteness, the trustee may (a) insulating to the making of any man or plat of said present; (b) Join in grantic consent to the making of any man or plat of said present; (c) Join in grantic any estemated or creating and restriction thereon, (c) Join in any subordination any estemated or creating and restriction thereon, (e) Join in any subordination any estemated or artificial this deed or the or of the artificial thready are also as the person of persons legally entitled thereto? without varranty, all or any part of the property. The grantee in any reconvey, without varranty all or any part of the property. The grantee in any reconvey, without varranty all or any part of the presons legally entitled thereto? and the rectals therein of any mixters 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 security, grantor hereby assigns to beneficiary during the continuance of these trusts all roots, issues, mysatics and profits of property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement, grantor shall have the right to obtain the performance of any agreement, grantor shall have the right to obtain the performance of any agreement hereunder, grantor shall have the right to obtain the performance of any agreement to the results of the person, but right and profits earned prior to default be the results of the person of the per

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, at 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.

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- 5. The grantor shall notify beneficiary in writing of any sale or con-ract for sale of the above described property and furnish beneficiary on a orm supplied it with such personal information concerning the purchaser as rould ordinarily be required of a new loan applicant and shall pay beneficiary 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 deed used a suma secured hereby immediately due and payable by delivery the trustee of written notice of default and election to sell the truster, which notice trustee shall cause to be duly filled for record, but the notice of default and election to sell, the beneficiary ball depaid with the trustee this trust deed and all promisors the beneficiary of the self-depaid with the trustee this trust deed and all promisors 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 trustee's and attorney's fees not exceeding \$50.00 each) other than such option 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 recordation 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 for cash, in lawful money 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 an-

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied the rectals 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.

- 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 reasonable charge by the attorney. (2) To the obligation secured by the 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.
- 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 hereing or to any successor trustee appointed the property of the successor trustee appointed the successor trustee appointed the successor trustee appointment and without constitution of the successor trustee appointment and substitution shall be rested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed 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 county or counties 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 hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledage, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the maculine 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 above written. Robert Carle Hall The da Marie, Wal (SEAL) STATE OF OREGON County of Klamath 1979 before me, the undersigned, a March THIS IS TO CERTIFY that on this and day of Notary Public in, and for said county and state, personally appeared the within named.

ROBERT CARLE HALL AND THEDA MARIE HALL, Husband and Wife me personally known to be the identical individualS. named in and who executed the foregoing instrument and acknowledged to me that they precipel the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the day and year last above written. isalo Notary Public for Oregon My commission expires: STATE OF OREGON Loan No. ... County of ...Klamath.... TRUST DEED I certify that the within instrument was received for record on the $\frac{2nd}{d}$ day of March at 3:33 o'clock P M., and recorded (DON'T USE THIS SPACE; RESERVED in book M79 on page 4732 FOR RECORDING LABEL IN COUN-Record of Mortgages of said County. Grantor TIES USED.) KLAMATH FIRST FEDERAL SAVINGS Witness my hand and seal of County AND LOAN ASSOCIATION affixed. Beneficiary Wm. D. Milne After Recording Return To: County Clerk

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, Trustee

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KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

The undersigned is the legal owner and holder of all indebtodness secured by the foregoing trust doed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on paymont 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 menteral respectively succeeding the commentations

Klamath First Federal Savings & Loan Association, Beneficiary

Fee \$6:00

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