64222

04-11540 7A 38-17972

THIS TRUST DEED, made this 16th day of ______ March ______

SALLY A. LOCKYEAR, a single woman as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

M TRUST DEED Vol. <u>79</u> Page 6157

er figgi Attend

United States, as beneficiary; WITNESSETH:

्य के श्र 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:

A portion of Tract 71, FAIR ACRES SUBDIVISION NUMBER 1, described to the stockso as follows: SZÓDZÍL

Beginning at the Northeast corner of said Tract 71; thence South along the East line of Tract 71 a distance of 161 feet to a point; thence West and parallel to the North line of said Tract 71 a distance of 173 feet to a point; thence North and parallel to the East line of said Tract 71 a distance of 161 feet to a point on the North line of said Tract 71; thence East along said North line of Tract 71 a distance of 173 feet to the point of beginning.

este T 1 Alver Aurone 1 Electro Aurone 1 Electro Alverti 2 Avec 1 de contracto 2 Avec 1 de contracto

1.00.000

VHD FORM VERCOMICE NAME HARE FERRING SAFINGS

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, 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 linolaum, shades and built-in appliances now or hereafter installed in or used in connection covering in place such as wall-to-wall carpeting and lindleum, 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 THIRTY-NINE_THOUSAND_FIVE (39,500.00) Dollars, with interest thereon according to the terms of a promissory note HUNDREDE AND THE commencing beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$...363.01 commencing 19.79.

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 a sevidenced by note. If the indebtedness secured by this trust deal 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 truste and the beheficlary; herein that the said premises and property conveyed by this trust deced are free and clear of all encumbrances and that the grantor will and his heirs, erecutors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

erecutors and administrators shall warrant and defend his said title there, against the claims of all persons whomsover. The grantor covenants and agrees to pay said note according to the terms thereof and, when due; all taxes, assessments and other charges level against thereof and, when due; all taxes, assessments and other charges level against thereof and, when due; all taxes, assessments and other charges level against thereof and, when due; all taxes, assessments and other charges level against thereof and, when due; all taxes, assessments and other charges level against or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafticary to inspect 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 unsilsfactory at all times during construction; to replace any work or materials unsilsfactory at all times during construction; to keep all buildings, property and in good workmanits now or hereafter erected upon said prometry in good repair-and to commit or suffer no waste of anid premises; to keep all buildings, property and improvements now or on such other harard; as the beneficiary or insurance in correct form and with approved just fust deed, in a company or companies. acceptable to the bene-ficiary, and to deliver the one and the somit or suffer in a sum not less than the some of the beneficiary at least iffteen days prior to so the other active date of any such deliver the solution the beneficiary. All hence, if and policy of insurance is not so tendered, the beneficiary, which insurance all policy of insurance for the beneficiary, which insurance is not so the beneficiary, which insurance is not so the beneficiary, which insurance is not so tendered, the beneficiary, which insurance all policy of insurances for the beneficiary is the policy of insurance all policy of insurances of premiding regulary for the policy of

obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levided or assessed against the above described pro-perty and havarance premium while the individences secured hereby is in excess 0.80 % 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 the date instalments 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 property within each neceeving 12 months ar l also 1/30 of the insurance premium payable with respect to said non-pay within each succeeding three yoats while this Thus they is in refer ta settimated and directed by the beneficiary, threefolary shall pay to the payable by hans un their open pass- or accounts minus 3/1 of two rate site be reliable to be oblight by hans un their open pass- or accounts minus 3/1 of two rates is be easily by hans un their open pass- or account minus 3/1 of two rates is the access monthly balance in the account and shall be a 2%. Interest will be computed on the access monthly balance in the account and shall be paid quarterly to the grantor by crediting to the second account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges leich or assessed agal-it said property, or any part thereof, before the same begin to bear interest, and a's to pay premions on all insurance policies upon said property, such pay-ments are t- be made through the henelicitary, as aforesaid. The grantor hereby authorizes the benefi arry to pay any and all taxes, assessments and other charges levied or imposed against aid property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments authitted by the insurance premiums on the amounts shown on the statements submitted by the insurance premiums of the samounts shown on the statements submitted by the insurance premiums or the amounts of the transmission of the statements thereof the reserve account, resentatives and to withdraw the sum which may be required from the reserve account, resentatives and to be have any insurance written or for any toss or damage growing responsible for failure to have any insurance written or for any toss or damage growing even at any loss, to compromise and settle with any insurance promy and to apply any even if any loss, to compromise and settle with any insurance receipts upon the obligations accured by this trust deed. In computing the 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 the deficit to the heneficiary moon demand, and if not paid within 'en days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereiv. the beneficiary may at it obligation secured hereby.

1.2

10.00

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures there-beneficiary may at its option carry out the same, and all its expenditures there for shall draw interest at the rate specified in the note, shall be repayable by for shall draw interest at the rate specified in the inter shall be accured by the lien of this trust deed. In the grantor on demand and shall be accured by the inte discrition 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.

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 extension so the trustee incurred to appear in and defend any action or proceeding purportinustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in easing the fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any such action or proceeding in which the beneficiary or trustee may appear and in any such action 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:

It is mutually agreed that: L 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, proscute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if its oelects, to require that all or any portion of the mount, re-payable as compensation for such taking, which are in excess of the amount, re-guired to pay all reasonable costs, expenses and attorney's frees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary's reas necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secure darects uch instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 9. At any time and from time to time upon written request of the beneficiary's iterary, payment of its fees and presentation of this deed and the note for en-derivity it in case of full recoveryance, for cancellation), without affecting the division of any person for the payment of the indebtedness, the truster making on start for the making of any map or plat of said property: (b) join unordination any casement or creating and restriction thereon, (c) join in any unbordination or other agreement affecting this deed or the property is regular to any reconvery. Without warranty, all or any part of the property is legally entitled thereon" and the recitals therein of any unitiers or facts shall be conclusive proof of the truthfulnes. Thereof. Truster's frees for any of the services in this paragraph shall be 35.00.

shall be \$3,00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perty affected by this deed and of any personal property located thereon, that is the performance of any, agreement hereunder, grantor shall have the right to col-let all such rents, issues, royalites and profits earned prior to default as the performance of any agreement hereunder, grantor hand have the right to col-let all such rents, issues, royalites and profits earned prior to default as the performance of any agreement hereunder, grantor hard have the right as the become due and payable. Upon any default by the grantor hereunder, the bene-ficiary may at any time without notice, either in person, by agent or by a re-ficiary may at any time without notice, either in person, by agent or by a ceiver to be appointed by a court, and without regard to the alcquary of any security for the indebtedness hereby secured, cater upon and take possession of the entire, issues and profits, including those past due and, angald, agit reason, able attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.



4. The entering upon and taking possession of sold property, the collection of such rents, issues and profits or the proceeds of fire and other insurance pol-icles 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 de-fault or notice of default hereunder or invalidate any sct done pursuant to such notice.

2017 – 110 Marijan a slovaj 354 stjevje Stanjska slova Stanja slova sl

arris era Arces

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 tharge.
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 spreaement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and electiciary shall be thought by the trustee of static static secure the trustee shall cause to be duly filed for result and electiciary shall depote with the trustee this trust election to sell, the beneficiary shall depote with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the 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 recordation of said notice of default and giving of said notice of sale, the trustee shall sail and 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 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 any portion of said property by ublic announcement at such time and place of sale, and from time to time thereafter may postpone the sale by public an-

į,

1274548-h0

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 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 iruthfolness thereof. Any person, excluding the trustee but including the granter and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided hereic, 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 ascured 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 hereunder. Upon such appointment and without con-veyance to the successor trustee, the latter shall be reated 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 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.

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 piedgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the makeuline gender includes the feminine and/or neuter, and the singular number includes the plural. the mas-imber in-

1

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. is an example of the second s

en del state de la stat State de la state de la state

lan olay Yan yan

and the second second of the strike branding of the base	All	me tolky (SEA
್ ಅಲ್ಲೇ ಸಾರ್ವಾನಿಯ ಪ್ರಾಯಾಭಿಸುವ ಸಂಭವಸ್ಥಾನ ಸಂಪುರ ಸೇವಿ ಕಾರ್ಯಕ್ರಮ ಸಂಕ್ಷೆಯಲ್ಲಿ ಸಂಸ್ಥೆಯಲ್ಲಿ ಸಂಕ್ಷೆಯಲ್ಲಿ ಸಂಕ್ಷಣೆ ಸಂಕ್ಷ ಸಂಪುರ ಸರ್ಕಾರಿಗಳು ಸ್ಥೇಷ್ಟಿ ಸರ್ಕಾರವು ಸೇವಿ ಸಂಪುರ ಸಂಪುರ ಸೇವಿಸುವ ಸಂಭವಸ್ಥಾನ ಸ್ಥಾನವಾಗಿ ಸ್ಥಾನ ಸಂಕ್ಷಣೆ ಸಾರ್ವಿ ಸ್ಥಾನವಾಗಿ ಸೇವಿಸುವ ಸಂಕ್ಷಣೆ ಸಂಪುರ ಸ್ಥಾನವಾಗಿ ಸೇವಿಸುವ ಸಂಪುರ ಸಂಸ್ಥೆ ಸಂಪುರ ಸೇವಿಸುವ ಸಂಪುರ ಸಂಸ್ಥೆಯಿಂದ ಸೇವಿಸುವ ಸೇವಿಸುವ ಸ	a and SAL	Y A. LOCKYEAR
(1) Constant and Constant an	(1) A set A = 2 and the property of the set of the	
STATE OF OREGON	(4) A. M. C. Martin, S. M. S. M S. M. S. M. S	
i t	paninging sharp in shering a statistic sector. Shering sector	
	day of <u>March</u>	
Notary Public in and for said county and state,	personally appeared the within nar	her
SALLY A. LO	CRYEAR, a single wor	nan
to me personally known to be the identical individ	ual named in and who executed	the foregoing instrument and acknowledged to me th
Sho executed the same freely and voluntaril	y for the uses and purposes therein	expressed.
IN TESTIMONY WHEREOF, I have hereunto se	et my hand and affixed my notarial	seal the day and year last above written.
	$\langle \langle \rangle$	- No Norman A
	Notary Public fo	n K. Karsch
(SEAL) - 9. CC	My commission	expires: 12-6-86
<u> :> // 5 / 1 6 : = = = = = = = = = = = = = = = = = =</u>	te di seco di sta galo serito tertori.	
Loun No. of	第二部第二部 第二部 (第二部部) (1997年1月1日) 第二部第三部第二部第二部第二部第二部第二部第二部第二部第二部第二部第二部第二部第二部第二部	
	the state of the second state of the second states and	STATE OF OREGON
	공부는 영혼철 동안을 받는	County of Klamath ss.
TRUST DEED	 A second control of the second	County of
which said Hestarbad root property is as a		I contifue that the within instances
		I certify that the within instrument was received for record on the 19th
		day of <u>March</u> , 19,79
a de la companya de La companya de la comp	(DON'T USE THIS	at 11:110'clock A. M., and recorded
	SPACE: RESERVED FOR RECORDING	in book M79 on page 6157
Grantor	LABEL IN COUN-	Record of Mortgages of said County.
KLAMATH FIRST FEDERAL SAVINGS	TIES WHERE USED.)	•
AND LOAN ASSOCIATION		Witness my hand and seal of County affixed.
TITS OF TROC, Beneficiary	nonco prima inco-	che Mn: D. Milne columnum.
After Recording Return Toy True of an	10 3INC 111 - 2004	Wilne Set Marine
KLAMAIH-HRSI-FEDERAL SAVINGS	all and a armanana an	// County Clerk
AND LOAN ASSOCIATION	and a contra states	DE Reporto A detach ?
thence weet and paral	ST FO EUS MOLEU TE	By Dernetha Deputy
along the last line c	JIGGE INT S GIRES	CTOR Fee \$6100: ID & POINT
Secianing states Nort	Mense corner of 243	CARSAD ATL DENDE CODES
	UEST FOR FULL RECONVEY	
to be the second of a store to be	used only when obligations have I	best spaid, effectivele a transferter provide the
O: William Sisemore		
The undersigned is the legal owner and holder	of all indebtedness secured by the for	egoing trust deed. All sums secured by said trust deed ums owing to you under the terms of said trust deed o
rust deed) and to reconvey, without warranty, to t ame.	he parties designated by the terms of	said trust doed the estate now held by you under th
RTYPIN OF SHALLHONEY, BY ADDA WAD	POYN VEROELLED IN THE PROPERTY	。 1993年初,最近1994年(1914年) - 1917年1月1日日日(1917年) - 1917年)
ا میں ایک	Klamath Firs	Federal Savings & Loan Association, Beneficiary
ان المراجع الم المراجع المراجع المراجع المراجع المراجع		
DATED:	1/34 to require by country	
	Warde .	
64222		المراجع
	· · · · · · · · · · · · · · · · · · ·	A910 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0