on file in the office of the County Clerk of Klamath YAB TOYI- YEEC County, Oregon: Re pridice Lenan Io. in. D. Mille 2-acticiery प्रमुख्या With the my transfers, seed of Colump AND LOAN ASSOCIATION

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

Stogether 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, venti-hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, there are the contract of lating, 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 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 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 the sum of the grantor herein contained and the payment of the sum of the sum of the grantor herein according to the terms of a promissory note of the purpose of the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of the purpose of securing the purpose of secu

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the heneficiary to the grantor or others having an interest in the above described property, among be evidenced by a hote or notes. If the indebtedness accured by this runt deed is evidenced by more than one note, the heneficiary may credit payments received by its upon any of said notes or part of any, payment on one note and part on another, as the beneficiary may elect.

KLAMATH FIRST FEDERAL SAVINGS

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as the occurrency may elect.

The grantot 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 helrs free and clear of all encumbrances and that the grantor will and his helrs 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 whomsover:

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property for 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 hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanilke manner to must building or improvement on said property which may be damaged destroyed and pay, when due, all coasts incurred therefor; to allow heneficiary to inspect said property at all times during construction; to replace written notice from beneficiary of such beneficiary within fifteen days after utiling or improvements now or hereafter; within fifteen days after utiling or improvements now or hereafter of and premises; to keep all buildings and improvements now or hereafter erected 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 erected 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 erected or 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 erected or 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 elected in a company or, companies acceptable to the beneficary, and to deliver; the clause in favor of the beneficiary attached and with approved loss payable clause in favor of the beneficiary attached and with approved loss payable clause in favor of the beneficiary and the said property of the beneficiary and i

Obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described reporty and insurance prenium while the indebtenders secured hereby is in excess of 80 % of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary 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 made and interest payable under the terms of the note or obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/2 or 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 premium payable with the spect to said property within each succeeding 12 months and also 1/30 of the insurance premium payable to the espect to said property within each succeeding three years willog that the property of the property

While the grantor is to pay any and all taxes, assessments and other charges leited or assessed against said property, or any part thereof, before the same begin to bear interest, and also to pay premiums on all insurance polleds upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor, hereby, authorizents he beneficiary, to, pay any and all taxes, assessments and other charges levied or imposed against said property. In the amounts as shown by the statements thored, furnished, by a called the forest property in the amounts as shown by the statements thered, furnished, by the insurance, premiums on the amounts shown on, the statements submitted, by the insurance carriers or their resentalities and to withdraw the sum which may be required from the reserve account; if any, established for that purpose. The grantor agrees in no, event to hold the beneficiary responsible or failure to have any insurance written or for any loss or damage graving out of a defect in any insurance policy; and the beneficiary hereby is authorized, in the 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

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 for taxes, assessments, insurance premiums and other charges is not sufficient at any for taxes, assessments, insurance premiums and other charges is not sufficient any interpretable properties and the permitted of such deficit to the beneficiary upon demand, and if not paid within ten days after such demand the beneficiary may at 185 option; and the amount of such deficit to the principal of the obligation secured hereby.

obligation secured hereby.

2 TYN Should the grantor fail to keep any of the foregoing covenants, then the property of the same, and all, its expenditures therebeneficing may at its option cearry out the same, and all, its expenditures therebeneficing the property of the shall draw interest at the rate specified in the hote; thall be represented by the lien of this trust dod, the rate of the same and the same and the rate of the same and the same

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

The grantor further agrees to comply with all lines, 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 trustees and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the hendiciary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in which the beneficiary or trustee may appear and in any suff brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an ual statement of account but shall not be obligated or required to furnish 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 the convergence of the money is such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount repayable as compensation for such taking, which are in excess of the amount or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the grantor me fees necessarily paid or incurred by the beneficiary in such proceedings, and the grantor agrees, balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as salt at its own expense, to take such actions, promptly upon the beneficiary's request.

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 enficiary payment of its fees and presentation of this deed and the note for enficiary payment of the indebtedness, the trustee may deliability of any person for the payment of the indebtedness, the trustee may deliability of the making of any map or plat of salit property; (b) Join in any subordination any casement or creating and restriction thereon, (c) Join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey, without warranty as the person or persons legally entitled thereto" and naccy may be described as the "person or persons legally entitled thereto" and the recitals 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.

truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all roots, issues, royalities and profits of the property affected by this deceand of any personal property located thereon. Until grantor ishall default the payment of any indebtedness secured hereby or in grantor ishall about the payment of any indebtedness secured hereby or level and any agreement hereunder, grantor shall have the right to collect all such rects, lauses royalities and profits earned prior to default as the become due and payable. Upon any default by the grantor hereunder, the beneficiary of the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise one said property, issues and profits, including those past due and unpost apply the same, less costs and expenses of operation and collection, including tonable attorney's fees, upon any indebtedness secured hereby, and sid such order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection such rents, issues and profits or the proceeds of fire and other insurance polsor compensation or available or compensation of said for any taking or damage of the property, and the or notice of default hereof, as aforesaid, shall not cure or waive any dehi notice.

- 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.
- 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 or any squeezem thereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell scale by delivery of said notice of default and election to sell sums secured hereby immediately due and election to sell scale in the self-grant scale of the scale of the self-grant s
- 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.
- 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 agiving of said notice of saie, the trustee shall sell said property at the time at place fixed by him in said notice of saie, the client as a whole or in separate parent, and in such order as he may determine, at public auction to the highest bidder are said, in lawful money of the United States, payable at the time of saie. Trustee may postpone saie of all or any portion of said property by public announcement a such time and place of saie, and from time, to time thereafter may postpone the saie by public announcement.

nouncement at the time fixed by the preceding postponement. The trustee deliver to the purchaser his deed in form as required by law, converging the perty so sold, but without any covenant or warranty, express or implied rectials in the deed of any matters or facts all be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the grand the beneficiary, may purchase at the sale.

- and the benericiary, 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 interest deed. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed at 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.
- Geed 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 of successors to successor it is the successor that the successor it is the successor that the succes
- 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, invres to the benefit of, and binds all parties hereto, their heirs, legatees devisees, admin 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 pleages, of the note accured hereby, whether or not named as a beneficiary nerein. In construing this deed and whenever the context so requires, the maximum deed 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. Kolet I C Zat ROBERT F. C. TROTMAN Frotwan STATE OF OREGON 141 I TROTMAN County of Klamath ss THIS IS TO CERTIFY that on this 3 April Notary Public in and for said county and state, personally appeared the within named ROBERT F. C. TROTMAN a married man, and ROBERT F. L. TROTMAN, a single man ...day of to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that they executed 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 Say See 5 w and year last above wri Dercelle SEAU DE BOULDS Notary Public for Oregon are a tiva, an are 2/24/8/UNDITED My commission expires: Locm No. Takida da da ti danganyang mga STATE OF OREGON de l'action des la la communication de la comm el ar gad TRUST DEED County of Klamath is not ou with used for appointment theber I certify that the within instrument was received for record on the 3rd day of April at 11:52 o'clock A. M., and recorded PACE: RESERVED in book M79 on page7**2**8**8** FOR RECORDING -Grantor -LABEL IN COUN-Record of Mortgages of said County. KLAMATH FIRST FEDERAL SAVINGS USED. AND LOAN ASSOCIATION Witness my hand and seal of County affixed. Beneficiary After Recording Return To: Wm. D. Milne KLAMATH FIRST FEDERAL SAVINGS OF IGOU : County Clerk on file in the office of the Constitution Keloch Klamath Fa 1s, according to the official plat there Beenth REQUEST FOR FULL RECONVEYANCE

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The undersigned is the legal owner and holder of all indebtodness secured by the foregoing trust doed. All sums secured by said trust doed 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 doed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said same.)

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