19 .**79**., between THOMAS A WASSONAND JUDITH M. WASSON, husband and wife 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;

TRUST DEED

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9247

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 17 of HAGER ACRES and also one acre of ground, more or less, in the County of Klamath, State of Oregon, described as follows: Beginning at a point at the Northwest corner of the NE% of SE% of Section 12, Township 39 South, Range 9 East of the Willamette Meridian; thence Bast 460 feet; thence South 190 feet to the Northwesterly line of the O.C.E. Railway right of way; thence Northwesterly along said right of way line to the place of beginning.

SAVING AND EXCEPTING THEREFROM that portion lying within the right of way of the O.C. & E. Railway. y same a specie

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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, 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 

This trust deed shall further secure the payment of such additional money, any, as may be loaned hereafter by the beneficiary to the grantor or others wing an interest in this above described property, as may be evidenced by a description. If the indebtedness secured by this trust deed is evidenced by in the thin one noise, the beneficiary may credit payments received by it upon the thin one noise, the beneficiary may credit payments received by it upon y of said noises or part of any payment on one note and part on another, the beneficiary may elect.

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The grantor sector developments to and with the truster and this beneficitry in berein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grant that this heirs, executors and similarizators 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 gainst 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 lovied against isld property; to keep said propertylete all buildings in course invaring pre-cedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date person of the date construction is premister commenced; to repair and restore hereof or the date construction is premister commenced; to repair and restore been or and when may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to been all prometry which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to been all premises; to keep all buildings or improvements now or hereafter created upon said premises continuously faurued against lows or horeafter created on said premises continuously faurued against lows or horeafter created upon said premises continuously faurued against lows in a sum not strust deed, in a company or companies acceptable to the bene-ficiary, and to apayble clause in favor of the beneficiary to insurance in combine of the or built and with supprover lows have the effective date of any such policy of insurance. If ill beam prior to the effective date of any such policy of insurance. If ill person lows of hereinal policy of insurance in correct form and with approver lows have been effective dates of the beneficiary with insurance is the probation insurance is not so teached, the beneficiary is a its orm all prior to the effective date of any such policy of insurance. If ill beam dates of insurance is not so teachered, the beneficiary with insurance all policy of insurance is and so to beneffective, which insurance is all be non-cancellable by the

Obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the abore described pro-perty and insurance premium while the indebteness accured hereby is in excess of 80 % perty and insurance premium while the indebteness accured hereby is in excess of 80 % of the lesser of efficiency's original appraisal value of the property at the time the loan made or the beneficiency in addition to the monthly payments of principal and interests on principal and interest are payable an amount equal to 1/12 on the date, maxements, suid other charges due and payable with space of bareful and respect to submittee within each succeeding three years wills approved is in respect to submittee addition to the insurance principal and interest are bareful pay in the grantice will interest to add months at a rate not test than the highest. If a subtrists to be paid into a said a months at a rate not its than the highest of the subtrist is be shad by balance in the account and shall be 4%. Interest shall be computed on the average 4%.

While the granutor is to pay any and all taxes, assessments and other charges, leded or assessed against said property, or any part thereof, hefore the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such pay-ments are to be made through the beneficiary, as aforesaid. The grantor beredy sutherits gainst said property in the amounts as shown by the islatements thereof. Iurnised by the collector of such latts, assessments or other charges, and to pay the functions of the statements are to be been as a substantiation or other states, assessments and other charges letted of innoted in the amounts about and the statements submitted by the insurance prelimings, collector of such latts, assessments or other charges, and to pay the functared platts in the amounts about on the statements submitted by the insurance their section in the amounts about on the statements atomitted by the insurance preliming responsible for failure to intra any insurance writter or for any loss or damage graving responsible for failure to have any insurance writter or for any loss or damage from the cout of a defect in any insurance writter or for any loss or damage, from event of any loss, to compromise and settle with any insurance company and to apy any event of any loss, to compromise and settle with any insurance receipts and to apy any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of, the indebitedness 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 excelled to the indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at time for the payment of such charges as they become due, the granicor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its uplice and the amount of such deficit to the principal of the obligation secured hereby.

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property as in its sole discrition it may deem necessary or advisable. The granter-further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions. Affecting said property: to pay all costs, frees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the furstee incurred in connection with a the other costs and expenses of the furstee incurred in connection with a the other costs and expenses of the furstee incurred in connection with a the other costs and expenses, including the tost of title search, as well as ity 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 a reasonable sum to be firsed by the court, in any suit action or yocceding in which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to foreclose this deed, and all suid 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 domais or condemnation, the beneficiary shall have the right to eminent domais or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any ac-tion or aking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are invoces of the amount re-payable as compensation for such appeares and attorney's fers mecasarily paid or incurred by the grantor in auch proceedings, shall be paid to the beneficiary or daupiled by it first upon any reasonable costs in such proceedings, and attorney these necessarily paid or incurred by the beneficiarries and attorney; and the grantor agrees at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its free and presentation of this deed and the note for en-ficiary, payment of the result of the induced and the note for en-ficiary, payment of the payment of the induced and the note for en-tion of any period for the payment of the induced and, the trustee may for consent other mating of any map or plat of and property; (b) join in granting consents of the mating of any map or plat of the induced and the sub-or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, or other agreement affecting this period or persons legally entitled thereto" and ance may be described as the "period or facts shall be conclusive proof of the trustifuiness thereof. Trustee's fees for any of the services in this paragraph shall be 5.00.

shall be \$5.00. S. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profils of the perty affected by this deel and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness accured hereby or by the performance of any agreement, becauder, grantor shall have the right to the perty affected by this deel and any defaults by the grantor heredown the performance of any agreement, becauder, grantor shall have the right to be the performance of any agreement, becauder, grantor shall have the right to be the performance of any agreement, by the grantor heredown become dues and any time without, motios, either in person, by agent or by a re-coiver to be any time without, notics, either in person, by agent or day accurity for hor any part thered, in its own name sue for or otherwise collect and propertisions and expenses of operation should unplated, and any the rents less costs and expenses of operation should collection, yncluding reason-able altorney's fees, upon any indebtedness secured hereby made, is who order as the beneficiary may determine.

STATE OF OREGON County of Klamath ss	JUDI	HAL WASSON Wasson (SEAL
~ ~ . U	day of April	
THIS IS TO CERTIFY that on this O		19, before me, the undersigned,
THUBAS A. WASSON 8	DO JUDITH M. WASSON	hushand and ad fo
to me personally known to be the identical individ	ual pamed in and who executed	the fear at a
	VIVA UNA USAN (INCL DUIDORAS INSTAIN	AVDIAGE
IN TESTIMONY WHEREOF, I have hereunto a	at my hand and anized my notarial	see the day and year last above written
May = 25th	29 Nous	about Stemeton
SEAPS & DOD OG	Notary Public fo My commission	expires: X/20/G/ 321-33
1. S OF OS		LANDAR STORE SHOREYBO
Loom' No:	and the second second second	
		STATE OF OREGON
TRUST DEED	en Marken i se provinsi en en el el el	County of <u>Klamath</u>
्रिस्ट वस्त्र अस्य एक् प्राप्ति स्वित्यक्ते हे प्रस्त र	and which as the first the free of the	T corrifer that the actual to a
		I certify that the within instrument was received for record on the 24th
	(DON'T USE THIS	was received for record on the 24th day of April 19.79
	SPACE: RESERVED	at 10:57 o'clock A M., and recorded in book M79 on page 9247
TO	LABEL IN COUN.	Record of Mortgages of said County
KLAMATHE FIRSTE FEDERAL SAVINGSUE	ALC' & PASSAGET THAT	· · · · · · · · · · · · · · · · · · ·
AND SAUINGSSOCIA NONEPTIN	M THEREFROM that po	Witness my hand and seal of County
After Recording Return To: Ud -		
KLAMATH FIRST FEDERAL SAVINGS AND COAN SSOCIATION 9 JOUD	agent trave or unit	Win. D. Milne
MOLEUMAN ASSOCIATION. 51000 MOLEUMOBEGETA TIDE	of the O.C.D. Railw	Brollmithashart
Maridian: thence Ba	t 460 feet; thence	Southing the state Deputy
of Section 12. Town	buen "Hanos of Crys	O A BOOL OF CHE HARAMAN, ALL
Seginning at a poin	JEBNUIZON BUL 10 10	COTHST OF CUT MUT OF
in the County of His	UEST FOR FULL RECONVEY	Auce described a roleowa:
《元十二十字》内令 [18]([2])( <b>26</b> )( <b>9</b> )	med and wheel applications have th	en Budaumet seven or foret
Williem Sizemors,, Trustee		
The undersigned is the legal owner and holder o ve been fully paid and satisfied. You hereby are	f all indebtedness secured by the fore	egoing trust deed. All sums secured by said trust deed ims owing to you under the terms of soid trust deed or high and elivered to you here the terms to soid trust deed or
sumi to statute, to cancel all evidences of indebte at deed) and to reconvey, without warranty, to the re.	dness secured by sold trust deed (w) a parties designated by the terms of	said trust deed to you have not said trust deed or said trust deed the estate now held by you under the
	CANFE MARCH STREET FRANKLASS	Federal Savings & Loan Association, Beneficiary
ala (1997) - Españo Herrizari, error gelego (1986) Antonio - Antonio - Antonio - Antonio - Antonio - Antonio - Antonio Antonio - Antonio		V transmission international states and the second states of the second
THURS A SHORE	NOSENWAR HILIDUC DA	T DUGDANG DUG VILLE
TIOPAS A WASSONA	boril nd JUDITH M.PAWASSON	
THOPAS A WASSONa	April 10 JUDITH M.PAWISSON	70
TIOPAS A WASSONA	NO JUDITH N.PAWASSON	Δ.O.
THOMAS A WASSONS	April 10 JUDITH M.PAWISSON	

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and ye .

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 aupplied 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 of any mediately due and payble beneficiary may declare all sums secured hereby im-and clociton to sell the brut clivery to the trustee of written notice of default duly filed for record upon all property, which notice trustee shall cause to be the beneficiary shall deposit with the trustee this trust deed and all promissory rustees and documents evidencing expenditures secured hereby, whereupon the required by law.

The second s

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, and fault or notice of default hereunder or invalidate any act done pursuant to such potice.

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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 three due under this trust deed and in enforcing the term three due to bilgation and trustee's and sitorney'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 que had no denauit occurred, and intrepy cure use usuals. 6. After the lapse of such time as may then he required by law following the recordation of said notice of default and giving of said notice of saie, the trustee shall sell asid property at the time and place fixed by him in said notice of saie, either as a whole or in separate parce fixed by him the said notice termine, at public suction to the highest bidder for cash, in lawful modey of all or any portion of said, property by public announcement at such time and place of saie and, from time to time thereafter may postpone the saie by public an-

nouncement at the time fixed by the preceding postponement. The trass deliver to the purchaser his deed in form as required by law, convering a party so sold, but without any covenant or facts shall be conclusive proof recitais in the deed of any matters or facts shall be conclusive proof and the beneficiary, may purchase at the sale. the pro-

So the orderivary, may purchase to see the set. 9. When the Trustee sells purputate to the powers provided here trustee shall apply the proceeds of the trustee's and as follows: i the expenses of the sale including the compensation of the trustee, reasonable charge by the sittorney. (2) To the compensation secured trust deed. (3) To all persons having recorded liens subsequent interests of the trustee in the trust deed as their interests appear order of their priority. (4) The surplus, if any, to the grantor of the deed or to his successor in interest entitled to such surplus. by to

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 irustee appointed hereunder. Upon such appointed hereunder, and without con-and duties conferred upon any trustee herein name by exceed with all tile, powers such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of 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 actual or proceeding is brought by the trustee. 12. This deed applies to, hunces to the benefit of, and binds all parties hereto, their heirs, legates devices, administrators, executors, successors and pledgee, of the note secured hereby, whether hor holder and owner, including herein. In construing this deed and whenever the continuanted as a beneficiary culues gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

(1) The energy product result of the proceeding of the theory of the process of the second 9248