

WITNESSETH

Lot 25 in Block 5 of Tract 1145, Nob Hill, a resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition, and Eldorado Heights, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

together with all and singular the appurtenances, fixtures, improvements, rent, water, water rights, water, sewer, electric, gas, telephone and other rights and thereafter belonging to, derived from or in anywise appertaining to the above described premises, and so including, together with the improvements, including, air-conditioning, refrigerating, warming and irrigation apparatus, equipment and fixtures, together with all existing contracts, rights and claims, covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances, a new bathroom installed in the above described premises with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of a written performance of each agreement of the grantor herein contained and the payment of the sum of SIX THOUSAND DOLLAR AND NO/100 (\$ 6,000.00 ) Dollars, with interest thereon according to the terms of a promissory note of even date hereof, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 129.72 commencing

acquisition of the property by the beneficiary after default, and the balance remaining in the reserve account shall be credited to the individual; if any unwithdrawn reserve account for (tax, assessments, mortgage premiums and other charges) is not sufficient at any time for the payment of such charge, it shall become due, the amount shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after demand, the beneficiary may at his option add the amount of such deficit to the principal of the obligation, unpaid balance.

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 therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In 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 property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all law, ordinances, regulations, covenants, conditions and restrictions affecting said property, to pay all costs and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trust incurred in connection with or in carrying out the purposes of the trust, including the cost of all taxes, and to appear in and defend any action or proceeding purporting to affect the security 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 fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by the beneficiary to foreclose this deed, and all said sums shall be secured by this trust.

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 defend any action or proceedings, or to make any compromise or settlement or execution of such taking and, if so elected, to require that all or any portion of the money payable as compensation for such 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 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 balance applied upon the interest due hereon, and the principal thereof, and 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.

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 endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property, (b) grant any easement, right of way, or other interest in said property, (c) execute any other deed or instrument, or (d) execute any other agreement affecting said property, in conformity with the terms of any deed or other agreement affecting said property, without the joinder of said beneficiary, and without warranty, all of any part of the property. The grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the fee shall be deemed to be in fee simple, conclusive proof of the fee being fee simple being shown by the records. The cost 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 rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Upon grantor's default in the payment of any indebtedness hereby secured, beneficiary shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver, to be appointed by a court of competent jurisdiction, enter upon and take possession of the property, or any part thereof, and collect and receive all such rents, issues, royalties and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, to the satisfaction of the indebtedness secured hereby, and in such order as the beneficiary may determine.

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 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.

5. The grantor shall notify beneficiary in writing of any sale or contract 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 of any agreement hereunder, 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 the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of 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 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 recording 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 announcement 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 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.

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 hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested 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 pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine 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.

*Richard W. Sexton*  
 RICHARD W. SEXTON  
*Geneva H. Sexton*  
 GENEVA H. SEXTON  
 STATE OF OREGON  
 County of Klamath ss

*Warren J. Hudson* (SEAL)  
 WARREN J. HUDSON  
*Robin D. Hudson* (SEAL)  
 ROBIN D. HUDSON

THIS IS TO CERTIFY that on this 15<sup>th</sup> day of June, 19 79, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named WARREN J. HUDSON and ROBIN D. HUDSON, husband and wife, and RICHARD W. SEXTON and GENEVA H. SEXTON, husband and wife to me personally known to be the identical individual<sup>s</sup> 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 notarial seal the day and year last above written.

(SEAL)

*Donna B. Hamilton*  
 Notary Public for Oregon  
 My commission expires: 3/30/81

Loan No. _____	STATE OF OREGON } ss. County of <u>Klamath</u>
<b>TRUST DEED</b>	I certify that the within instrument was received for record on the <u>15<sup>th</sup></u> day of <u>June</u> , 19 <u>79</u> , at <u>3:29</u> o'clock <u>P</u> .M., and recorded in book <u>479</u> on page <u>14596</u> . Record of Mortgages of said County.
TO Klamath First Federal Savings AND LOAN ASSOCIATION Beneficiary	Witness my hand and seal of County affixed. <i>W. D. Wilson</i> County Clerk By <i>Bernetha J. Lettsch</i> Deputy
After Recording Return To: Klamath First Federal Savings AND LOAN ASSOCIATION	Rec. 66.00

### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed 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 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 same.

Klamath First Federal Savings & Loan Association, Beneficiary

by \_\_\_\_\_

DATED: \_\_\_\_\_, 19 \_\_\_\_\_