as grantor, William Sisemore, as trustee, and MATERIAL CONTRACT KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary;

## 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:

A tract of land situated in Lot 34, ELMWOOD PARK, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin at the Northwest corner of said Lot 34, said point being on the East boundary of Summers Lane and the Northerly boundary of USRS "F" Lateral; thence North 75° 25' East along the North Line of said Lot 34, 193.7 feet to an iron pin; thence South parallel with the East line of said Lot 34, 210.65 feet to an iron pin; thence North 89° 46' West 187.5 feet to an iron pin on the West line of said Lot 34; thence North along the East boundary of Summers Lane 161.1 feet, more or less, to the point of beginning

LESS that portion thereof lying and being and constituting the right of way of USRS "F" Lateral.

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

together with all and singular the appurtenences, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or together with all and singular the appurtenences, 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, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, ventile hereafter belonging to the above described premises, and all plumbing, lighting, ventile hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventile hereafter belonging to the above described premises, and all plumbing, lighting, heating, ventile hereafter belonging to the above described premises, and all plumbing, lighting, heating, ventile hereafter belonging to the above described premises. covering in place such as well-to-wall carpoing and linoleum, shades and built-in appliances now or hereatter installed in or used in connection with the above described premises, including all interest therein which he grantor has or may hard the first the property of the property of the sum of the sum of HUNDRED AND NO 100 performance of each agreement of the grantor herein contained and the payment of the sum of HUNDRED AND NO 100 to the promissory note of even date herewith payable to the sum of a promissory note of even date herewith payable to the beneficiery or order and made by the grantor, principal and interest being payable in monthly installments of \$295.45 commencing.

August 30

This trust deed shall further secure the payment of such additional money, if any as may be loaned hereafter by the beneficiary to the canator or others having an interest in the above described property, a may be evidenced by a note or notes. It is indebtedness secured by this time deed is evidenced by more than one note, the beneficiary may credit payment ereceived by it upon more than one note, the beneficiary may credit payment ereceived by it upon more than one note, the beneficiary may credit payment on the part on another, as the beneficiary may elect.

as the beneficiary may elect.

The grantor hereby covenants to and with the truitee and the ben herein that the said premises and property conveyed by this trust of free and clear of all encumbrances and that the unitor will and his receutors and administrators shall warrant and defend his said title executors and administrators shall warrant and deeped his said title against the claims of all persons whomsoever.

against the claims of all persons who movever.

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 the claims; of all persons who movever.

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 aid property; to keep said property free construction and other charges levied against each green constructed on said premises within six months from the date or hereafter 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 or the date construction is hereafter to import and pay when due, all said property which may be damaged or dealy yed and pay, when due, all times during construction; to replice any time of the property is all property and times during construction; to replice any time and property in good incapar and to commit or suffer fact; not to remove or destroy an buildings or improvements now or hereafter; within fifteen days life and buildings in property and improvements now or hereafter erected upon and property in good incapar and to commit or suffer no waste of said premises; to keep all buildings, property and improvements now or restored to said premises; to keep all buildings, property and improvements now or restored to said premises; to keep all buildings, property and improvements now or such other hazards as the beneficiary may from time to time required to the required property this trust called in a company or companies acceptable to the beneficiary, and to deliver the original principal jumined in the note or obligation in a sum not less than the original principal is under the principal place of business of the beneficiary attached and with approved loss payable clause in favor of the beneficiary attached and with approved loss pay

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges lettled or assessments, and governmental charges lettled or assessments; and governmental charges lettled or assessments grains the above described pretty and insurance prenulum while the indebtedness secured hereby is in excess of 80 % of the lesser of the original purchase price paid by the grantor at the time the loan 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 on principal and interest are brayable and or property on the date installments on principal and interest are payable an amount equal to 1/2 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding these grass while this Trust Boed is the respect to a said property within each succeeding these grass while this Trust Boed is the effect as estimated and directed by the beneficiary. Beneficiary thall pay to the grantor interest on said amounts at a rate not less than the highest that the authorized to be path by banks on their open passbook accounts mams 3/44 of 1/6. If not real was the authorized to be path by banks on their open passbook accounts mams 3/40 of 1/6. If not rate is less than by banks on their open passbook accounts minus 4/6. The rate of interest paid shall be 1/6%. Interest hall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the section account the amount of the interest due.

While the granter is to pay any and all taxe, as examents and other charges levied or assessed against said property, or any part thereof, before the same bright to bear interest, and also to pay premiums on all insurance policies upon and property, such payments are to be made through the beneficiary, as plurestid. The granter, hereby, suther payments are to be made through the beneficiary, as plurestid. The granter hereby, substitute the heneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the actinute thereof front-had by the against said property in the amounts as shown by the amounts thereof the property in the amounts shown on the statements submitted by the insurance criteria of their reservables and to withdraw the sums which may be required from the reserva ecountry tany, established for that purpose. The granter agrees in the event to hold the beneficiary tany, established for failure to hate any insurance writers of only to see the date of the payment and a defect in any insurance policy, and the heneficiary hereby is authorized, the event of any loss or damage growing out a such insurance receipts upon the obligations secured by this trust deed, in computing such insurance receipts upon the obligations secured by this trust deed, in computing 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 granter shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fall to keep any of the foregoing overnants, 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, this connection, the beneficiary shall have the right in its discretion to complete this connection, the shall be secured by the lien of this trust deed, the shall be secured by the lien of this trust deed, 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 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 nenforcing this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action or proceeding purporting to affect the security appear in and defend any action or proceeding purporting to affect the security appear in and expenses, including cost of evidence of title and attorney's fees actually increasingly and expenses, including cost of evidence of title and attorney's fees in 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 beneficiary or trustee may appear and in any suit 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 unual statement of account but shall not be obligated or required to furnish by further statements of account.

It is mutually agreed that:

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 cominence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it is o 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 paying or incurred by the grantor in such proceedings, shall be paid to the beneficiary 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 affects and applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall at its own expense, to take such actions and execute such instruments as a 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 beneficiary, payment of its fees and presentation of this deed and the note for endictary, payment of its fees and presentation of this deed and the note for endictary, payment of the indebtedness, the trustee may (a) liability of any person for the payment of the indebtedness, the trustee may (a) liability of the making of any map or plat of said property; (b) join in granting onesent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) Join in any subordination any easement or creating and restriction thereon, (c) Join in any subordination or of the gracement 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, all or any part of the property. The grantee in any reconvey, without warranty, all or any part of the structure of any matters or facts shall be conclusive proof of the truthfulness thereof. Truster's lees for any of the services in this paragraph shall be \$5.00.

abili be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalities and profits of the property infected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby on the performance of any agreement hereunder, grantor shall have the right to object all such rents, issues, royalities and profits carned prior to default to object and the state of the

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 aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The granter 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 as 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 servement hereunder, the beneficiary may declar religious secured hereby immediately due and payable by delivery to the trust set 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 accurate hereby, whereupon the trustees shall fix the time and place of sale and give notice thereof as then required by law.
- 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 threaby (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 sell said property at the time and pluce fixed by him in said notice of sale, either as a whole or in separate percels, and in such order as he may determine, at public anction to the highest bidder for cash, in lawful money of the Diltod 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 anise and from time to time thereafter may postpone the sale by public anise and from time to time thereafter may postpone the sale by public anise of the content of the property and the content of the postpone the sale by public anise and from time to time thereafter may postpone the sale by public anise to the content of the

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 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.

- and the beneficiary, may purchase at the sale.

  2. 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 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 bereunder. Upon such appointment and without conversance 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 pleidere, 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 lactudes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

	(SEAL)
STATE OF OREGON	Jury & Mille (SEAL)
County of Klamath   }ss	
THIS IS TO CERTIFY that on this /2 day	$\gamma$ of July 19.79, before me, the undersigned, $\alpha$
Notary Public in and for said county and state, pe	ersonally appeared the within named
HARRY I. MILLER AND	TERRY L MILLER, Husband and Wife
to the personally known to be the identical individual	S. named in and who executed the foregoing instrument and acknowledged to me that
executed the same freely and voluntarily for	
. \-\IN_TESTIMONY_WHEREOF, I have hereunto set n	ny hand and offixed my notarial seal the day and year last above written.
]	Such to an
g/ P 5 36	Notary Public for Oregon
CE O CONTROL	My commission expires: //-/2-3
The Aproximation of the April 1997	
Locm No.	STATE OF OREGON SSS.
TRUST DEED	County of <u>Klanabh</u>
TRUST DEED	1866 T. Ann. British in Julian Coma, Carro
	I certify that the within instrument
	was received for record on the 13th
	CDON'T USE THIS at 10:46 o'clock A. M., and recorded
	FOR RECORDING in book M79 on page 16532
Grantor TO	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:	Wn. D. Milne
KLAMATH FIRST FEDERAL SAVINGS	County Clerk
AND LOAN ASSOCIATION	By Dunethe Shetach
	Deputy
	Fee SK 00

## REQUEST FOR FULL RECONVEYANCE

To be, used only when obligations have been paid.

TO: William Sisemore. .. Trustoe

ARP AREA

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing must 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 Karakari antarian dalam karakari barakari

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	6-031.00× 8	.2	1.5 1.	1. 4	人名 海州 经产税格	Section 15	100	96	1000		,		, -, , , ,		,,,,,,

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SYPOLIC SECTION SECTIO	120 f \$4 CO 1 (P. C. 1945)	Klamath First Federa	赫 提記 计运送报复数形式	Association, Beneficiary.
DATED:	**************************************			Thirtie on thirty