..... 19 . . 83. . between .June THIS TRUST DEED, made this 20thday of JOHN D. FEEBACK, JR. and PEGGY FEEBACK, husband and wife,

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 parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the Northwest corner of the NE1/4 NW1/4 of Section 32, Township

39 South, Range 10 East of the Willamette Meridian; thence South along the West line of the NEl/4 NWl/4 490.0 feet to the true point of beginning; thence South along the West line of the NEl/4NWl/4 531.0 feet; thence East parallel to the North line of the NEl/4NWl/4 4;5.0 feet; thence North parallel to the West line of the NEl/4NWl/4 531.0 feet; thence West parallel to the West line of the NEl/4NWl/4 531.0 feet; thence West parallel to the North line of the NE1/4NW1/4 405.0 feet to the point of beginning.

Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

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

catogether with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges no together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privilegus now or hereafter belonging to derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating ventilities, and interest belonging to derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating ventilities, floor lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awritings, venetian blines, floor solvering in place such as wall-to-wall carpeting and lineleum, shades and built-in appliances now or hereafter acquire for the purpose of securing with the above described premises, including all interest therein which the grantor has or may hereafter acquire for the purpose of securing with the above described premises, including all interest therein which the grantor has or may hereafter acquire for the purpose of securing with the above described premises, including all interest therein which the grantor has or may hereafter acquire for the purpose of securing acquire for the purpose of securing the payment of the sum of AND THEUSAND FIVE HUNDRED and agreement of the grantor herein contained and the payment of the sum of AND THEUSAND FIVE HUNDRED and prefix thereon according to the terms of a promissory note of even data herewith, payable to the commercing beneficiary or acquire for the purpose of securing the sum of the grantor herein contained and the payment of the sum of AND THEUSAND FIVE HUNDRED and all therest thereon according to the terms of a promissory note of even data herewith, payable to the commercing the sum of the s

This trust deed shall further secure the payment of such additional money,
D 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 evidenced by a
cepto or notes. If the indebtedness secured by this trust deed is evidenced by
grore 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 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 here free are cutors 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 whomsoever.

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 free on 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 workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all said property within fifteen days any work or materials unsatisfactory to beneficiary within fifteen days my building or improvements now or hereafter erected upon said property in good repair and to commit or suffer no waste of said permises; to keep all buildings, property and improvements now or hereafter erected upon said property in good repair and to commit or suffer now aste of said permises; to keep all buildings, property and improvements by fire or sure the hazards as the beneficiary my from time to time require, in a sum or less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the with approximate pays the clause in favor of the beneficiary, which insurance hast policy of insurance is not so tendered, the beneficiary, which insurance shall be non-cancellable by the grantor during the full term of the policy thus obtained.

That for the purpose of providinz regularly for the normal payment of all tower shall be non-cancellable by the grantor during the full term of the policy thus obtained.

That for the purpose of prodding regularly for the prompt payment of all taxes, assessments, and governmental charges levid of assessed against the above described property and insurance prendum while the Indoheteness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the granter at the time the loan made or the beneficiary's original appeal at value of the property at the time the loan was made, granter will pay to the beneficiary in addition to the monthly payments on principal and interest are and interest are of disjustent secured hereby on the date Installments on principal and interest are payable under lead to 14 property of the laws, assessments, and other charge, due and payable with report to add property within each succeeding 12 months and also 1/36 of the insurance prenount monable with respect to add property within each succeeding three years while little first beed is interfect as estimated and directed to the beneficiary. Rentficiary shall pay to the granter interest on said amounts at a rate not less than the bights that such takes the succeeding 12 months and also 1/36 of the insurance prenount and attain at a take not less than the bights that and here the best shall by banks on their open passbook accounts minus 3/4 of 1%. If such rate is less that 1/2%, the rate of interest paid shall be 1/3. Interest shall be computed on the accusar monthly balance in the account and shall be paid quarterly to the granter by crediting to the escriber account the amount of the interest due.

While the granter is to pay any and all tayes, assessments and other charges levied of assessed against said property, or any part thereof, before the same begin to bear interest and also to lead premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as afore-aid. The grantor hereby authority the beneficiary to pay any and all taxes, assessments and other charges level or imposed against said property in the amounts as shown to the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their reservatives and to withdraw the sums which may be required from the reserva excentifying, established for that purpose. The grantor agrees in no event to hold the benefitsing respirability for failure to have any insurance artificts or for any less or damage growing out of a defect in any insurance policy, and the benefitsing bereby is authorized, in the cent 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 individuess 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, basarance 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 defleit to the beneficiary upon demand, and if not paid within ten days after such demand, the heneficiary may at its option add the amount of such defleit to the principal of the obligation secured hereby.

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 nate, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. It is 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 properly 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 enforcing this chilgation, and trustee's 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 beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees actually incurred in the security of the court, in any such action or proceeding in which 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 granter 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:

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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 section or proceedings, or to make any compromise or settlement in connection when 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 excress of the amount payalir casonable coats, expenses and attorney's free necessarily paid or incurred by the grantor in such proceedings, shall be said to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's few necessarily paid or incurred by the beneficiary in such proceedings, and the planted payled upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as sent the 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 beneficiar), payment of its free and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the intalities of any person for the payment of the indictitedness, the trustee may (a majority of the making of any map or plat of said property; (b) John in granting any casement or creating and restriction thereon, (c) John in any subordination and other agreement affecting this deed or the lieu or charge hereof; (d) reconveyanted arranty, all or any part of the property. The grantee in affecting without waters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$2006.

truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$260K NOT less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all tents, issues, royalities and profits of the property affected 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 conject all such rents, issues, royalities and profits agreement hereunder the performance of any agreement hereunder, grantor shall have the right to conject all such rents, issues, royalities and profits earned prior to default as the 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 reflicting may all the rents, issues and profits, including those past due and unpaid, and apply the rents, issues and expenses of operation and collection, including reasonable 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 said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance polletes 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.
- 5. 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 heneficiary made declared as the secured hereby measurement hereunder, the heneficiary made is all summediately due and payable by delivery to the truste of written once of default and election to sell the trust property, which notice trustee shall consider the heneficiary 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.
- 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 threeby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding SOLOMENS other than such portion of the principal as would not then be due had no default occurred and thereby cure the detault.

 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 saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, 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 saie. Trustee may postpone saie 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 sale by public announcement as the said by public announcement as the sale by public announcement as the said of the sale by public announcement as the sale by public announcement as the said by public announcement as the sale by public announcement as the said by public announcement as and said announcement as a said the said and said announc

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- 9. When the Trustee sells pursuant to the powers provided herel trustee shall apply the proceeds of the trustee's sale as follows: (the expense of the sale including the compensation of the trustee, reasonable charge by the attorney. (2) To the obligation secured brust deed. (3) Fo all persons having recorded liens subsequent interests of the trustee in the trust deed as their interests appear in 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.
- 10. For any reason permitted by law, the heneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereinder. Upon such appoint and without conveyance to the successor trustee, the latter shall be venerally and without conveyance to the successor trustee, the latter shall be venerally and the successor trustee, the latter shall be venerally and the successor trustee. Such such appointment and substitution shall be made by written instrument excetted 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.
- party unites 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 maculine 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 w

, , , , , , , , , , , , , , , , , , ,		and sear me day and year mist above withen.	
	JOHN	D. FEEBACK, JR. (SEAL)	
STATE OF OREGON County of Klamath	PEGGY	Tegy teekick (SEAL)	
THIS IS TO CERTIFY that on this 20th day of June , 1983, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named			
Loan No. 40-00167 TRUST DEED Grantor TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	(DON'T USE THIS SPACE; REDERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)	STATE OF OREGON County of Oregon I certify that the within instrument was received for record on the 24 day of June , 19.83, at 10:10 o'clock A M., and recorded in book M. 83 on page .9901 Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk By Macana Legita L	

REQUEST FOR FULL RECONVEYANCE

To be used only when obliquious have been paid.

have been fully paid and satisfied. You hereby are directed, on payment to statute, to cancel all evidences of indebtedness secured by said	o you of any sums owing to you under the terms of said trust deed at d trust deed (which are delivered to you herewith together with early
trust deed) and to reconvey, without warranty, to the parties designated same.	by the terms of said trust deed the estate now held by you under the
	Klamath First Federal Savings & Loan Association, Beneficiary
DATED:, 19	by

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