THIS TRUST DEED, made this 22nd_{day of} June 19 83 between DWIGHT E. FILLMORE and BONITA C. FILLMORE,

AND MEDICAL COMPANIES

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:

Lots 13, 14 and 15 in Block 30 of SECOND ADDITION to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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KLANIATH PRIST FOR ARE S 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,

together with all and singular the appurtenances, tenements, hereditaments, ronts, issues, profits, water rights, easements or privileges now or 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 pramises, and all plumbing, lighting, heating, ventile 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 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 of the sum of FIVE THOUSAND AND NO/100 performance of each agreement of the grantor herein contained and the payment of the sum of FIVE THOUSAND and NO/100 performance of each agreement of the grantor herein contained and the payment of the sum of FIVE THOUSAND and not set the sum of FIVE THOUSAND and not set the set of the sum of FIVE THOUSAND and not set the set of the sum of FIVE THOUSAND and not set of even date herewith, payable to the set of the sum of FIVE thousand made by the grantor, principal and interest being payable in monthly installments of \$ 82.21 commencing and and set of the sum of FIVE thousand made by the grantor, principal and interest being payable in monthly installments of \$ 82.21 commencing and and interest being payable in monthly installments of \$ 82.21 commencing and and interest being payable in monthly installments.

This trust deed shall further secure the payment of such additional money, if 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 note or notes. If the indebtedness secured by this trust deed is evidenced by more 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 herein that the said premises and that the grantor will and his heirs, free and clear of all encumbrances and that the grantor will and his heirs executors and administrators shall warrant and defend his said title thereto arguing 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 easily property to keep said property free from 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 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 commenced; to repair and restore hereof or the date on the said property and war work and the said property and war work and the said property and important to times during construction; to replace any work or materials unsatisfact and beneficiary tempore or destroy any buildings or improvements now the said premises; to keep all buildings and improvements now or hereafter excited 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 excited upon said property in good repair and to commit or suffer by lire or such other hazards as the beneficiary may from time to time require in a sum not less than the original principal sum of the note or biligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policipal sum of the note or biligation sproved loss payable clause in favor of the beneficiary attached and with approved loss payable clause in favor of the beneficiary may in its own and secured by the principal place of business of the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the heneficiary may in its own obtained.

That for the purpose of providing regul

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 property 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 apuralsal value of the property at the time the loan smade grantor will pay to the beneficiary in addition to the monthly payments of was made, grantor will pay to the beneficiary in addition to the monthly payments of the same and interest payable under the terms of the note or bulgation secured hereby on the date installments on principal and interest are payable and amount equal to 1/36 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 13 months and also 1/36 of the insurance premium payable with expect to said property within each succeeding three years which this Trust Deed is interest as said property within each succeeding three years when this Trust Deed is interest as estimated and directed by the beneficiary. Received this Trust Deed is interest as said and a said and the said property of the taxes of the said property within each succeeding three years that pay to the grantor infect as estimated and directed by the beneficiary. Received and the tax is authorized to be paid by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 3/4 of 1/5c. If such rate is lies than by banks on their open passbook accounts minus 4/5c. the rate of interest paid shall be 4/

While the granter is to pay any and all taxes, assessments and other charges ledied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policles upon said property, such payments are to be made through the beneficiary, as aforesaid. The granter hereby authorizements are to be made through the beneficiary, as aforesaid. The granter hereby authorizements are to be made through the beneficiary, as aforesaid. The granter hereby authorizements and other charges levied or imposed the sealing standard and property in the amounts as shown by the statements thereof furnished by the saintent shereof 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 certaint or their reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sums which may be required from the reserve account, resentatives and to wittdraw the sum with may be required from the reserve account, resentatives and to wittdraw the sum with may be required from the reserve account, resentatives and to pay the insurance company and to apply any event of a defect in any insurance policy, and the hencificary hereby is authorized, in our of a defect in any insurance policy, and the hencificary hereby is authorized, in our of the hencited property in the sum of the hencited property in the same beautiful to the hencited property in the sum of th

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, fusurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the time for 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 fail to keep any of the foregoing covenants, then the 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 therefore shall draw interest at the rate specified in the note, shall be repayable by for 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 grantor on demand and shall be secured by the lien of this trust deed. In this grantor on the security 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.

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 one in enforcing 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 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 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 beneficiary to forcelose 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 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 in connection with 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 reduced to pay all reasonable costs, expenses and attorney's frees necessarily paid or incurred by the grantor in such proceedings, ashall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's free necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agree, at its own expense, to take such actions and execute auch instruments as shall to make the proceedings and the part of the such actions and execute auch instruments as a shall the proceedings and the part of the such actions and execute auch instruments as a shall the part of the such actions and execute auch instruments as a shall the part of the pa

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 cancellations, the trustee may follability of any person for the payment of the indebtedness, the trustee may follability of the making of any map or plat of said property; (b) join in granting any easement or creating and restriction the following 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, and may be described as the "person or persons legally estibled thereto" and the recitals therein of any mattern or facts shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the services in this paragraph shall be ESS. NOT 1 less than \$5.00.

sine rectuals increan or 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 \$200 not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites 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 or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalities and profits cancel prior to default as the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalities and profits grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at any time without notice, either in person, by agent or by a reliciary may at the rect, in its own name use for or otherwise coiled 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 its such and as the beneficiary may determine.

i. The entering upon and taking possession of said property, the collection of sach rents, issues and profits or the proceeds of five and other insurance postices or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waire any described in the property of the prop

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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 of any services, the beneficiary may declare all sums secured hereby immediately due and spanle by delivery or the trustee of written notice of default and election to the trust property, which notice trustee alm cause to be duly filled for recond. Upon delivery of a which notice trustee alm cause to be the beneficiary shall deposit with the trustee this trust deed and all promises trustees shall fix the time and place of sale and give notice thereof as then required by law.

nouncement at the time fixed by the preceding postponement deliver to the purchaser his deed in form as required by ias perty so sold, but without any covenant or warranty, experience in the deed of any matters or facts shall be constructed by the perty sold, and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the sair.

9. When the Trustee sells purnuant to the powers provided he trustee shall apply the proceeds of the trustee's sale as follows: the expenses of the sale including the compensation of the trustee sale has described the sale including the compensation of the trust deed.

17 To the obligation secure trust deed, of the trust deed as their increase appear order of their priority. (4) The surplus, if any, to the grantor of deed or to his successor in interest calilled to such surplus.

deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time appoint a successor or successors to an trustee named herein, or to successor trustee appointment and without a successor trustee, the latter shall be vested with and without and duties conferred upon any trustee herein named or appointed hereunder. I such appointment adubtifution shall be made by written instrument exce by the beneficiary, containing reference to this trust deed and its place county or continuous control or corrected in the property is situated, shall be conclusive proof proper appointment of the successor trustee.

required by law.

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 the obligations secured the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred and exceeding Market Sale (including costs and expenses actually incurred and exceeding Market Sale (including costs and expenses actually incurred and exceeding Market Sale (including costs) and expenses actually incurred and exceeding Market Sale (including costs) and expenses actually incurred and exceeding Market Sale (including costs) and expenses actually including a cost of the principle of the cost of the cost of the principle of the cost of t Il. Trustee accepts this trust when this deed, duly executed and ledged is made a public record, as provided by law. The trustee is not to notify any party hereto of pending sale under any other deed of the any action of proceeding in which the grantor, beneficiary or trustee any 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, leaves devisees, administrators, executors, successors and pledgee, of the note secured hereby, whether or not named ower, including herein. In construing this deed and whenever the context 50 requires, the machiner of the polyment of the IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. STATE OF OREGON (SEAL) County of Klamath ss THIS IS TO CERTIFY that on this 22nd day of Cour Notary Public in and for said county and state, personally appeared the within named.

Notary Public in and for said county and state, personally appeared the within named.

Dwight E. Fillmore and Bonita C. Fillmore, husband and wife. (SEAL) __, 19_83, before me, the undersigned, a forms personally known to be the identical individual. S named in and who executed the foregoing instrument and acknowledged to me that io me personally known to be the identical individual named in and who executed the identical individual named in and purposes therein expressed. INTESTIMONE WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year-lest CREATION S above written. al 10.3 Notary Public for Oregon commission expires: Loan No. 39-01075 TRUST DEED STATE OF OREGON County of Klamath I certify that the within instrument was received for record on the 27 FREDVENCE day of June , 1983, at 10:24 o'clock AM., and recorded in book M83 on page 9973 Property and (DON'T USE THIS SPACE: RESERVED FOR RECORDING TO Grantor KLAMATH FIRST FEDERAL SAVINGS LABEL IN COUN. TIES WHERE Record of Mortgages of said County. AND LOAN ASSOCIATION USED.) Witness my hand and seal of County Beneficiary After Recording Return To: affixed. KLAMATH FIRST FEDERAL SAVINGS Evelyn Biehn, County Clerk AND LOAN ASSOCIATION County Clerk DITE FEET SO REQUEST FOR FULL RECONVEYANCE 8.00 fee Deputy

To be used only when obligations have been paid.

TO: William Sisemore,

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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said same.)

Klamath First Federal Savings & Loan Association, Beneficiary FILL PARTIES OF THE PROPERTY OF THE PARTIES OF THE ine consecus as a security and include the security as a security and include the security and i 25027 Same 39-01075

THUST DEED

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