TRUST DEED THIS TRUST DEED, made this 22nd day of August. 19.83...but Johnny L. Devine and Linda M. Devine, husband and wife 19 .83 ... between 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;

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in

Beginning at a point which lies N 1014' W a distance of 680.3 feet and S 89026' W a distance of 205 feet from an iron pin which marks the section 89026' W a distance of 205 feet from an iron pin which marks the section 2.3, 10 and 11, Township 39 South, Range 9 E., corner common to Sections 2.3, 10 and 11, Township 39 South, Range 9 E., which was a distance of 125 feet; thence N 104' W a distance of 125 feet; thence N 890' 24' E a distance of 125 feet; thence W. M., running thence S 89026' W a distance of 125 feet; thence N 890' 24' E a distance of beginning a distance of 144.2 feet; more or less, to the place of beginning a distance of 144.3 feet, more or less, to the place of E.W.M. S 10' 14' E a distance of 144.3 feet, more or less, Twp 39 S., R. 9 E.W.M. in S 1/2 S 1/2 N 1/2 SE 1/4 SE 1/4 of Section 3, Twp 39 S., R. 9 E.W.M. KlamathCounty. Oregon, described as:

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, rents, issues, profits, water rights, easements or privileges now or harmfler beleasing to decide from a in acquire appurtaining to the above decided acquired and all advection limiting to the above the beleasing to decided from a in acquired appurtaining to the above t 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 promises, and all plumbing, lighting, heating, venti-hereafter belonging to, derived from or in anywise appertaining to the above described promises, and all plumbing, lighting, heating, venti-hereafter belonging to, derived from or in anywise appertaining to the above described promises, and all awnings, venetian blinds, floor lating, air-conditioning, refrigerating, watering and lineleum shades and built-in appliances now or hereafter installed in or used in connection to the above described promises. nervarier belonging to, using a commencion and irrigation apparatus, equipment and fixtures, together with all awnings, vanetian blinds, floor lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, vanetian blinds, floor lating, air-conditioning, refrigerating, watering and linoleum, shades and built-in appliances now or hereafter installed in or used in connection of securing and linoleum, 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 granter has or may hereafter acquire, for the purpose of securing with the above described premises, including all interest therein which the granter has of the sum

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the heneficiary to the grantor or others below the state of t

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 property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, the grantor and administrators shall warrant and defend his said title thereto executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

executors and administrators shall warrent 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 where due, all taxes, assessments and other charges levied against have there of and when due, all taxes, assessments and other charges levied against have the said property; to keep said; to complete all encumbrances construction or the due to the said property free from all encumbrances construction or hereofter construction is hereafter commenced; to repair and restore or hereofter date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on all property which may be damaged or destroyed and pay when due, all the said property and the said property at the said property and the said property of the said property and the said property of the said property and the said property of the said property in sood repair and to commit or suffer constructed on early premises; to keep all buildings and improvements now or hereafter erected on said premises; to said premises continuously insured against loss on waste of the rected of the said premises continuously insured against loss of the said premises than the national principal said the commit or commit of the said property and the said prop

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payment of the beneficiary, together with and in addition to the monthly payment of the beneficiary, together with an expect to said property within each succeeding three months, and also one-thirty-sixth (178th) of the insurance praming twelve months, and also one-thirty-sixth (178th) of the insurance praming twelve months, and also one-thirty-sixth (178th) of the insurance praming twelve months, and also one-thirty-sixth (178th) of the regular within the succeeding three years (188th) and the succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary that sums to populous of the beneficiary of the such sums to populous of the beneficiary in trust as a resure account, without interest, to pay she beneficiary in trust as a resure account, without interest, to pay due to the beneficiary in trust as a resure account, without interest, to pay and payable.

While the grantor is the sum of the promotion of the such that the sum of the promotion of the such that the sum of the promotion of the beneficiary in trust as a resure account, without interest, to pay and payable.

while the grantor is to pay any and all taxes, assessments and other the grantor is to pay any and all taxes, assessments and other the same begin to hear interest and also to pay premiums on all insurance the same begin to hear interest and also to pay premiums on all insurance professors and property, same payments are to be made through the foliarly, as forestall. The grantor hereby attentions the beneficiary acquisitions, as forestall. The grantor hereby attentions the beneficiary and all taxes, assessments and other charges takements the formation of the same and other charges, and the payment of the payment of the payment of the same premium in the amounts shown by the charges, and the insurance premium in the amounts shown on the attention pay the insurance carriers or to withdraw the sums which may the grantor agrees principles of the loan (f any, established for that purpose, the grantor agrees in the event of high the beneficiary responsible for failure affect. In any loss or damage yrights and to charge and any loss or damage written or for any loss or damage yrights and the event of any loss or damage the professor of the sum of the professor of the withdraw is any insurance content of the professor of the foliation of the property by the heneficiary after full or upon and each other acquisition of the property by the heneficiary after full or upon alle or other acquisition of the property by the heneficiary after full or upon and other acquisition of the property by the heneficiary after

default, any balance remaining in the reserve account shall be credited to the industriance. It is the reserve account for taxes, assessments, insurance premium and other charges is not sufficient at any time for the payment of such charge and other charges is not sufficient at any time deficit to the beneficiary upon the property of the payment of the beneficiary upon as they become due, the grantor shall pay the deficit to the principal of the demand, and if not paid within ten days after such demand, the principal of the deficit to the principal of the princ

Should the grantor tail to keep any of the foregoing covenants, then the efficient may at its option carry out the same, and all its expenditures there is all the rate specified in the note, shall be repayable shall draw interest at the rate specified in the note, shall be repayable and all the secured by the lien of this trust deed, sprantor on demand and shall be secured by the lien of this trust deed, are all the secured by the lien of this trust deed, sprantor on demand and shall be secured by the lien of this trust deed, are all the secured by the lien of this trust deed, it is a sometion, the beneficiary shall have the right in lies for the repairs to set in the secured by the lien of this trust deed.

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, frees and expenses of this trust, including the cast of title search, as well as well as the other costs and expense of the truste attempts of the search as the other costs and expense of the truster attempts from the continuous costs and trusters and trusters and trusters and to pay all to appear in and defend an action or proceeding purporting to affect the security process of the process of the costs, and expenses, including you the court, in any such action op proceeding a costs and expenses, including by the court, in any such action of proceeding which the beneficiary or trustee may appear and in any suit brught by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The heneficiary 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 and the right of eminent domain or condemnation, the heneficiary shall have the right to commence, prosecut in its own name, appear in or defend any section or proceedings, or to make the right to commence of the property of the right to commence of the right to commence of the right to expend the right of the right to expend the right of the right to expend the right of the right o

the 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 forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of this deed and the note forence of the compensation of the note of the forence of the compensation of the note of the forence of the compensation of the note of the forence of the forence of the forence of the note of t

- 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 wave any described 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 agreement, the beneficiary may declare all sums secured hereby inmediately durant payable by delivery to the truste of written notice of default and election to sell the trust property, which notice trustee shall cause to be 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.
- 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 2010-2018 of the obligation and trustee's and attorney's fees not exceeding 2010-2018 of the obligation and trustee's and attorney's fees not exceeding 2010-2018 of the obligation and trustee's and attorney's fees not exceeding 2010-2018 of the obligation of the principal as would not then be due had no default occurred and time year, cure the default.

 LIC 300-2014 of the principal set of the default of the recordation of sale of such time as may then be required by law following the recordation of sale notice of default and giving of sale did notice of sale, the trustee shall sell sald property at the time and place fixed 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 postposs and some of sale and from time to time thereafter may postpone the sale by public an-

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. Trecitals 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 beneticiary, may purchase at the saic.

 9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's saic as follows: (1) To the expenses of the saic 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.
- oee or 10 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 successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointement 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, legatese 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 enrich. In constraing this deed and whenever the context so requires, the meaning the deed and whenever the context so requires, the meaning the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said granton	has hereunto set his hand and seal the day and year first above written.
	Johnny L. DeVine (SEAL)
STATE OF OREGON	Buren M. 1 20/1.
County of Klamath ss	Linda M. DeVine (SEAL)
THIS IS TO CERTIFY that on this 23 de	The state of the s
Notary Public in and for and and	of August 19.83, before me, the undersigned, a ersonally appeared the within named a M. Devine, husband and wife
their executed the same freely and voluntarily	al.S. named in and who executed the foregoing instrument and acknowledged to me that
IN TESTIMONY WHEREOF, I have hereunto set	my hand and affixed my retarial seal the day and year last above written.
	my hand and amixed my colarial seal the day and year last above written.
	Hount of Tucker
(SEAL) PARTITION AND AND AND AND AND AND AND AND AND AN	Notary Public for Oregon
£ 0.	My commission expires: 10-13-82
Loan No.	STATE OF OREGON
500 T 705	i i
TRUST DEED	County of Klamath } ss.
	I contife that it is a
	I certify that the within instrument was received for record on the 26.
	day of August. 1082
	SPACE PERFORMS CITY O'Clock A M and recorded
Grantor	FOR RECORDING IN DOOK
TO	TIES WHERE Record of Mortgages of said County.
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	USED.)
Beneficiary	Witness my hand and seal of County affixed.
After Recording Return To:	
KLAMATH FIRST FEDERAL SAVINGS	Evelyn Biehn, County Clerk
AND LOAN ASSOCIATION	County Clerk
8943 5# 6TH 57	By Suc Dewis
KLAMATH FALLS, DR 9763	8.00 fee Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:	William	Sisemore,	 Trustee
			 TIUSIO

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 dollvered 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

. 19

Klamath First	Federal Savings	& Loan Ass	sociation,	Beneficiary
by				

DATED:...