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Date: A	pril 2	3, 1984	1. 			l oan No	052-35-	-00056572	
Grantors Mailing A	s (Borrowers	): Jerry L.	Killings	sworth a	and Jaco	quelvn K	[i]]ingo	Sworth	
Trustee:	Aspen	Title and	Escrow,	inc.					
Beneficia 1. Klam	Grant of	nj. Franklin Federal Deed of Trust. By County. Sta	I Savings & Loan A signing below, I g te of <u>0rego</u>	rant to Trustee	SW Columbia, in trust, with th	ICL Administrat	tion, Portland, e, the following	Oregon 97258.	
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which has	an address	2497 L	akeshore	Dr. Kla	math Fa	ills. Or	97601		
together w	vith 1) all buil	dings, improvements and proceeds from	ts, interests easen	ante richte an	od privileges pr	worldter least	od on as othersh		"Property") and
-	• See			eraun, and suc	a other encum		ve been accep	ted by you in writ	ng.
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homestead and all rights to possession of the Property during the time allowed by law to redeem. d. While the foreclosure suit is pending, you may take possession, manage, and maintain the Property, either personally or through a receiver, and collect any rents from the Property, including those past due. Any amount that you receive over and above the costs of collection and other expenses incurred in taking possession of the Property may be applied to the debt secured by this Deed of Trust. e. If you file a lawsuit to collect the debt secured by this Deed of Trust, to foreclose this Deed of Trust, or to enforce or have declared your rights under this Note and Deed of Trust, or if you are named as a party in any court suit or action brought with respect to the Property, I will pay for your reasonable attorney fees as determined by the trial court or appellate court. I will pay all court costs involved and the actual costs of obtaining the title reports to foreclose or to defend this Deed of Trust. I also will pay collection costs you incur due to my default, even if no suit is filed. 

ICL-29 4/83 (PUPOFD) **HEREN** HERE

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f. If I do not make any of the payments that I promised to make, or do any of the things that I have agreed to do, you may do them. I will reimburse you immediately for the amount of any payments that you have made because of my failure to do as I said I would. If I do not reimburse you immediately, you may add the amount of any payments that you have made to the unpaid principal balance of my Note with you. The amount of any such payment will be adde to the rate provided in my Note with you. Any payments that you make the payment will be add of Trust. You may increase the amount of my monthly payments on the Note secured by this Deed of Trust. You may increase the amount of my monthly payments on the Note secured by this Deed of Trust. I understand that if you do any of the things that I am supposed to do, your action will not be a waiver or release of any right Deed of Trust, and you may still use the other rights that you have for the default.

8. Condemnation Proceeds. If any part of the Property is taken under eminent domain or condemnation proceedings, or I transfer the Property in lieu of an exercise of the right of eminent domain, you may require that I pay you out of the compensation that I receive, first any attorney fees and costs or expenses that you incur in such proceeding, and second, that any remaining money be applied to the debt secured by this Deed of Trust. 9. Reconveyance Upon Payment: When I have fully paid all sums secured by this Deed of Trust, The Benj. Franklin Federal Savings & Loan Association will return to Trustee this Deed of Trust and the Note which it secures for cancellation and payment of its fees, and request that Trustee reconvey the Property, without warranty, to "the person(s) legally entitled thereto." It will be up to me to see that the Reconveyance Deed is recorded and to pay any

10. **Balloon Payment.** If this Deed of Trust secures a Note that provides for a balloon payment, the balloon payment will be financed by you at an interest rate that may be changed at your option to a rate not to exceed the then current rate offered by you for this type of loan and upon such other terms as you specify on like loans to other borrowers, provided that (a) you find no deterioration in my creditworthiness or the condition of the Property, and (b) your lien 11. Change of Address. If I move, I will immediately notify you in writing as to my new address. Any notice that I may give you or you may give me shall be given by regular mail at the addresses listed above or at such other address as I may designate by written notice to you.

Governing Law. This Deed of Trust and the debt it secures will be governed by the laws of the state in which the Property is located.

13. Definitions. The word "I" means all persons signing this Deed of Trust, and obligates each of us jointly and severally. "You" means The Benj. Franklin Federal Savings & Loan Association or any holder of this Deed of Trust. "Grantors" and "borrowers" have the same meaning as the term "trustor" and assigned as used in Title 57, Chapter 1 of the Utah Code. I agree that this Deed of Trust applies to, benefits and is binding on all the parties hereto, and their successors documents.

Acknowledgement. I have read this Deed of Trust and the Note it secures and understand and agree to perform my obligations under each of the Х worthone Borf Borrowe INDIVIDUAL ACKNOWLEDGEMENT: Borrower STATE OF: Oregon 84 (Date) COUNTY OF: Klamath Personally appeared the above named Jerry L. Killingsworth and Jacquelyn Killingsworth and acknowledged the foregoing Deed of Trust to be voluntary act. Subscribed and sworn to before me this Their NOTAN Х Ta (Sa UBIJC (Optional Notary Signature) Notary Public for DE OB My Commission Expires 4/27/84 REQUEST FOR RECONVEYANCE: To Trustee To Trustee: The undersigned is the owner and holder of all indebtedness secured by this Deed of Trust, which is, together with the secured Note, delivered to you. Please reconvey, without warranty, to the person(s) legally entitled thereto the estate of real property described in this Deed of Trust. The Benj. Franklin Federal Savings & Loan Association, Beneficiary by: Vice President Assistant Secretary recorded in Vol -LAMATIN ATE The Benj: this ß 10:49 for record at dit 0 Q N 9 g Franklin Federal Savings & Loan OREGON Klamath Branch Mailing Address 3 g RETURN TO ġ State 5 (RECORDER'S STAMP) request M84 o'clock Ø (BORROWERS) April <u>م</u> County Clerk 0 20

Mortgages

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