

TRUST DEED

THIS TRUST DEED, made this 1st day of June 19 84, between

GEORGE WHITTING and RUBY WHITTING, as grantor, William Sisemore, as trustee, and
 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:

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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 1, 2, 3 and 4 in Block 13 and the S 1/2 of the vacated McCourt Street, said Lots and Street vacated by instrument recorded May 7, 1965 in Book 3371 at page 273, Klamath County, Oregon, also City of Klamath Falls, Oregon.

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.

entire unpaid balance shall become immediately due and payable to the grantee, 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 premises, and all plumbing, lighting, heating, ventilating, 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 the performance of each agreement of the grantor herein contained and the payment of the sum of NINE THOUSAND SIX HUNDRED AND NO 100 (\$ 9,600.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 134.36 commencing July 15th, 19 84 to the reserve account shall be credited to

This trust deed shall further secure the payment of such additional money, if any, as may be due 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 of is evidenced by note or notes, 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 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 against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof quarterly, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction hereafter constructed or said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore same in a good and workmanlike manner any building or improvement damaged hereof promptly and in such manner as may be required by the lender; to cause all said property which may be damaged or destroyed and pay for replacement of same incurred therefor; to allow beneficiary to inspect materials unsatisfactory to him at any time during construction; to replace any written notice from beneficiary of such deficiency within fifteen days after receipt of same; to remove or alter any defect in fact; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and continuously insured against loss or damage by fire; to keep all buildings and improvements now or hereafter erected upon said premises; to keep all buildings and improvements now or hereafter erected on said premises free from time to time required repairs by fire or such other hazards; to pay the original principal sum of the note or obligation in a sum not less than \$100.00 per month until paid in full; to cause the benefit secured by the trust deed, in a company or companies acceptable to the lender, to deliver the original policy of insurance and a copy of the same to the beneficiary and to deliver the original policy of insurance attached and with it approved loss payable clause in favor of the beneficiary at least one year prior to the expiration of business of any such policy of insurance. If premium paid, to the principal effective date of any such policy of insurance, fifteen days prior to expiration, is not so tendered, the beneficiary may in lieu of said policy obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancelable by the grantor during the full term of the policy thus obtained.

In order to provide regularly for the prompt payment of said taxes, assessments, other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property within each month, and also one-thirty-sixth (1/36th) of the insurance premiums due and payable with respect to said property within each succeeding three years while said trust deed remains in effect, as estimated and assessed by the beneficiary. The sum of the principal of the loan until required for the several purposes thereof, shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the sums so paid shall be added to the principal of the loan, and the beneficiary, without interest, may so add them; and the beneficiary in trust as a reserve account, when they shall become due, shall pay the taxes, assessments or other charges when they shall become due and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same shall be due, and to bear interest and also to pay premiums on any insurance policies upon said property, such payments are to be made through the beneficiaries, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments as shown by the statements thereof furnished by the collector of any taxes, assessments or other charges, and to pay the same, in the amounts shown on the statements, and to submit by insurance carriers or their representatives, and to pay the same, said sums to the principal of the loan or to withdraw the same, which may be required from the reserve account, if any, established for that purpose. The grantor agrees to be responsible for failure to have any insurance written or to hold the property free of any loss or damage growing out of a defect in any policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any insurance receipts upon the obligation secured by this trust deed. In computing the 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 the 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 grantor 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 fail to keep any of the foregoing covenants, then the beneficiary in its option carry out the same, and all its expenditures therefor shall be drawn interest at the rate specified in the note, shall be repayable by said grantor on demand and shall be secured by the lien of this trust deed. In this 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 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, taxes and assessments of this trust, including the cost of title search, as well as fees and other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's fees actually incurred; and to appear in and defend any action or proceedings of the beneficiary or trustee; and to pay all its hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including the cost of evidence of title and attorney's fees in a reasonable manner as fixed by the court, in any such action or proceedings brought by the beneficiary or trustee may appear and in any suit brought by the beneficiary to foreclose this deed, and 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:

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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 action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require which are in excess of the amount repayable as compensation for such taking, and attorney's fees necessarily paid required to pay all reasonable costs, expenses and attorney's fees shall be paid to the beneficiary or incurred by the grantor on any reasonable costs and expenses and attorney's fees and applied by the first party incurred by the beneficiary in such proceedings, and the beneficiary shall be responsible for the payment of the balance of the fees necessarily paid upon the indebtedness secured hereby; and the grantor agrees, balance of the fees necessarily paid upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be 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 beneficiary, payment of its fees and presentation of this deed and the note for encumbrance (in case of full reconveyance, for cancellation), without affecting the beneficiary's obligation to pay the indebtedness, the trustee may (a) [liability of any person for the payment of said property; (b) join in granting consent to the making of any restriction thereon, (c) join in any subordination any easement or creating any restriction on the lien or charge hereof; (d) reconvey, or otherwise agree to reconvey, the property to the beneficiary, (e) reconvey, without payment of any or any part of the property. The grantee in any deed and the person or persons legally entitled to the property, and the trustee and the beneficiary may be described as the "person or persons legally entitled to the property" and the recitals therein of 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 \$500.00, not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the said property is sold, the said property shall be secured hereby or in grantor shall default in the payment of the said debt, grantor shall have the right to collect the performance of any agreements and profits earned prior to default as they become due, rents, issues and profits. Upon any default by the grantor hereunder, the beneficiary shall have the right to enter upon and take possession of the said property and receiver to be appointed by a court, and without regard to the adequacy of the security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less costs 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 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 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.

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 hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery, 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 secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then 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 in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amount secured hereby, and thereupon the default shall be cured and the amount provided by law.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by 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 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 announcement 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.

9. 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 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.

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 hereunder. Upon such appointment 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, 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 masculine 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 written.

STATE OF OREGON

County of Klamath } ss.THIS IS TO CERTIFY that on this 1st day of June, 1984, before me, the undersigned, aNotary Public in and for said county and state, personally appeared the within named George Whiting and Ruby Whitingto me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Darlene J. Tucker

Notary Public for Oregon

My commission expires: 6-16-84

GEORGE WHITING

(SEAL)

RUBY WHITING

(SEAL)

Loan No. 39-01128

TRUST DEED

TO

Klamath First Federal Savings
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

Klamath First Federal Savings
AND LOAN ASSOCIATION

540 Main Street

Klamath Falls, Oregon 97601

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON

County of Klamath } ss.I certify that the within instrument
was received for record on the 7th
day of June, 1984,
at 8:45 o'clock A.M., and recorded
in book M84 on page 9543
Record of Mortgages of said County.Witness my hand and seal of County
affixed.

Evelyn Biehn

County Clerk

By Sam Smith

Deputy

Fee: \$8.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisamore, Trustee

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 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 same.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: _____, 19____

by _____

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