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WHEN RECORDED MAIL TO  
 KLAMATH FIRST FEDERAL SAVINGS AND  
 LOAN ASSOCIATION  
 540 MAIN STREET  
 KLAMATH FALLS, OREGON 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of June 1984, among the Grantor, MARTIN J. HICKS and MELISSA M. HICKS, husband and wife, (herein "Borrower"), William Sisemore, (herein "Trustee"), and the Beneficiary, Klamath First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 540 Main St., Klamath Falls, Oregon 97601 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:

Township 40 South, Range 11 East of the Willamette Meridian  
 Section 33: That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  lying Northeasterly  
 of a direct line running from the Northwest  
 corner to the Southeast corner thereof.

which has the address of Pope Road, Merrill, Oregon 97633 (herein "Property Address");  
 (Street) (City)  
 (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 28th, 1984 (herein "Note"), in the principal sum of ONE HUNDRED TEN THOUSAND AND NO/100\* \* \* \* \* Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 20th, 2014; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.