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19 84 between

WITNESSES:

Lots 28, 29, 30, 31, 32 and 33, Block 4, MIDLAND, in the County of Klamath,
State of Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes

84

Seventeen Thousand, and Five-
\$ 250.95

This trust deed shall further secure the payment of such additional moneys, 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 a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may, from time to time, receive payment of any of said notes or part of any payment in one note and part in another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the trust herein that the said premises and property contained herein shall be held free and clear of all mortgages and liens and that the grantor, his heirs, executors and administrators shall warrant and defend his and title therein against the claims of all persons who may ever

[illegible][illegible][illegible]

any amount of money which may be credited to the beneficiary's account shall be applied to the payment of such charges as may be incurred by the beneficiary upon demand of the principal of the trust.

[illegible][illegible]

4. The Commission, on receipt of a request for a statement, request therefor an affidavit of a person who is not a party to the proceedings, and is required to furnish

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at the City of New York, this 14th day of May, 1934.

[illegible]

not less than \$5.00.

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 to the trustee of written notice of default and election to sell the trust property, 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 indebtedness 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 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 ~~XXXXXX~~ other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

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 premises 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 expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; and (3) To all persons having recorded liens subsequent to the date of the trustee's sale of the trust deed as their interests appear in the order of their priority. 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 in which the property is situated, shall be conclusive proof of the 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 said 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 assignee of the note secured hereby, whether or not named as a beneficiary herein in assuming this deed and whenever the context so requires, the masculine gender includes the feminine and the 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.

Barry A. Rigo

(SEAL)

Karen D. Rigo

(SEAL)

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 19 day of November

Notary Public in and for said county and state, personally appeared the within named Barry A. Rigo and Karen D. Rigo

to me personally known to be the identical individuals 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 notary seal the day and year first above written.

(SEAL)

Notary Public for Oregon
My commission expires 4/24/85

Loan No. 39-01162

TRUST DEED

TO
Klamath First Federal Savings
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To
Klamath First Federal Savings
AND LOAN ASSOCIATION

Fee: \$9.00

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was recorded for record on the 3rd day of December, 1984, at 3:29 o'clock P. M. and recorded in Book 1891 on page 20283 Record of Mortgages of said County.

Witness my hand and seal of County

Evelyn Diehn, County Clerk

by Pam. Smith Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William S. Moore Trustee

The undersigned is the legal owner and holder of an 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 by you of any sums owing to you under the terms of said trust deed or pursuant to a note, 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 entire now held by you under the same.

DATED

BY