Andra Pinin

L# 40-00206

TRUST DEED

Vol. M/5 Page

Patricia J. Vincent BAILLY

, ao 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:

WITNESSETH:

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 20,21, and 22, Block 24, INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon. lerent the tier secondlikers

1645: 23:00

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.

tagether with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now of the control covering in place such as wall-to-wall corpoling and linoleum, shades and built-in appliances now or hereafter installed in or used in connection covering in place such as well-to-wall cereting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premiser, including all interest therein which the grentor has on may hereafter acquire, for the purpose of securing performance of each agreement of the greater nere nontained and the payment of the sum of Two-Thousand and 00/100. Simple the sum of Two-Thousand and 00/100. Simple the payment of the sum of Two-Thousand and 00/100. Simple the sum of Two-Thousand and 00/

This trust deed shall further secure the pt smit of such additions money, if any, its may be loaned hereafter by the benefitiary to the granter or others having an interest in the showe described property, it may be evidenced by note or notes. If the indebteness secured by this trust seed is evidenced by more than one note, the beneficiary may credit payments received by it upon any of said woter or part of any payments on any content and part on another, as the beneficiary may elect.

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The granter hereby covenants to and with 19/e truntee and the beneficiary in that the said permises and property of veyed by this trust deed are and clear of all encumbrances and that the granter will and his heirs, and administrators shall warman said defent his said title thereto not the claims of all persons whomsoever.

executors and administrators thall warrant and effect all and the thereto against the claims of all persons whomsoever.

The grantor coverants and agree to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against the property to keep and property free from all enumbrances having present of the property of the property free from all enumbrances having present of the date construction is hereafter on menced; to repair and nectors and prompts and in good workmantite manner and building of improvements and prompts and in good workmantite manner and building of improvements and property at all times during construction; to repair and property at all times during construction; to repair and property at all times during construction; to repair any one of the date construction; to repair any one of the date construction; to repair any one of the date of t

Gotained. In order to provide regularly for the prompt payment of said taxes, assemment or other charges and insurance premiums, the granter agrees to pay to the seaschciary, together with and in addition to the monthly payments of principal and interest taysable under the term of the noite or obligation secured principal an amount equal to one-twelfth (1/11th) of the taxes, assessments and takes there there is no the payable with respect to said property within such succeeding the said also one-thirty-sixth (1/30th) of the insurance cars while largely with respect to and property within each succeeding the sears while largely with trust deed remains in effect, at estimated and directed the beneficiary, this trust deed remains in effect, at estimated and directed not precipiled for the several purposes thereof and shall thereupon he charges to the principal of the loan; or, at the option of the beneficiary, the subset interest, to pay and the beneficiary in trust as a reserve account, without interest, to pay and the beneficiary in trust as a reserve account, when they shall become due and payable.

While the granter is to may any and all lakes, assessments and other tries levied or assessed against said property, or any part thereof, before a name-begin to cover interest and a so is pay premiums on all insurance is name-begin to cover ty, such payments as to be made through the beneficiary to pay any many and and the control of the granter hereby authorizes the beneficiary to pay and all lakes, assessments and other charges levied or imposed against a property in the amounts as shown by the statements thereof furnished property in the amounts as shown by the statements thereof furnished property in the amounts as shown by the statements thereof furnished property in the amounts answer on the charges, and submitted by our succeptance carriers or their representatives, on the charges, and summitted by our succeptance of the lawrance carriers or their representatives, may have a location and the lawrance carriers or their representatives, may have a located as the law of the lawrance to their property and the participant of the property of the transportance of the property and to apply any any on the property in the summer of the property by the beneficiary after the property by the beneficiary after the payment and antisfaction in all the mounts are other acquisition of the property by the beneficiary after

default, any behave remaining in the reserve account shall be credited to the Indeutedness. If the reserve account for exces, sasesments, 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 fall to keep sny of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefore the same of the same of the 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 and 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, feen and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security shereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees all costs and expenses, including cost of evidence of title and attorney's fees challenged by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brough, by beneficiary to fortclose this deed, and all sald sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an all statement of account but shall not be obligated or required to furnish further statements of account.

It is mutually agreed that:

. In the event that any portion or all of said property shall be taken under the right of eniment 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 such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the control of the money's payable as compensation for such taking, which are in excess of the control of the money's payable as compensation for such taking, which are in excess of the money's payable as compensation to such proceedings, shall be granted by the granter in such proceedings, shall be recessarily paid or incurred by the beautiful payable dupon the indebted control and execute such instruments as: shall be necessarily to data such actions and execute such instruments as: shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

be necessary in obtaining such exampensation, 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 endorsement (in case of full reverse of cancellation), without affecting the dishility of any person fit the payment of the indebtedness, the trustee may (a) inshility of any person fit the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in (granting consent to the making of any map or plat of said property; (b) join in (granting or casemos any endorsement affecting this deed or the lien or charge hereof; (d) reconvey of the content of the property. The grantee in any reconvey such that the part of the property. The grantee in any reconvey and the recitals therein of any matters or facts thall be conclusive proof of the ruthfulness jhereof. Truster's fees for any of the services in this paragraph shall be seen to the property of the property

- The entering upon and taking presented of said property, the collection remain, issues and prefits or the precede of fire and other insurance polymers that on a wards for any taking or damage of the property, and fixetion or release thereof, as almosted, such less that or cure or waive any degree of default hereunder or invalidate any act does pursuant to these
- 5. The grantor thall notify benefitiary in writing of any sate or confor sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as ordinarily be required of a new loan applicant and shall just beneficiary fees charge.
- 6. There is of the essence of this instrument and upon default by the grantor is payment of any indebtedness secured hereby or in performance of any agreement hereunder, the indebtedness secured hereby or in performance of any agreement hereunder, the tribulary may declare all annus secured hereby mediately due and payment to the truste of written notice of default and little discrete the trial property, which notice trustes shall cause to be a fine of the property of the notice trustes shall cause to be the discrete of the performance of
- I. sitter default and any time prior to five days before the date act the Irustee for the Trustee's sale, the grantor or other person to dieged may pay, the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses attitudly incurred enforcing the terms of the obligation and trustee's and attorney's fore exceeding XXXII Color other than such portion of the principal as would then be done of adjust continued and thereby come the default.

 In a color of the thing and the produced by faw following the last of such time as may then be quinted by faw following the terms of sale, the

nonneurent at the lime fried by the precising postponement. The trustee shall callive to the purchaser his deed in form us required by law, conveying the property as sold, but without any coverant, or warranty, express or implied. The rectials in the deed of any matters or facts shall be exactuaive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

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- 6. When the Trustee sells pursuant to the powers provided herein, the trustee shall spply 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 osligation secured by trust deed (3) Fo all persons having recorded liens subsequent to the interests of 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.
- Geed or to his successor in interest entitled to such surplus.

 16. 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 auccessor trustee appointed because. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and dutler conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument execution when the made by written instrument executions, the successor trustee the place of the county or covacties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
- 1. 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 prading sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or immisee shall be a party aniess such action or proceeding is brought by the trustee.

nine, as public auxilion to the highest blader for cash, in six liked States, payable as the time of, sale. Travitee may postply portion of said property by public aimouncement at such the said from time to time thereafter may postpose the as IN WITNESS WHERECF, sorid greentor h	on homes not his home	I and seal the day, and year first above write
IN WITNESS WHERECH, said granior in	os nereumo ser ma indic	tricia Winant Dail
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county of Klamath ss		
where to the control that on this 1st day	d - February	, 19 85 before me, the undersigned
every Public in and for said county and state, per	sonally appeared the within	named Patricia J. Vincent Bailey
马满蒙的变体,满嘴嘴的一笑笑,笑,一笑笑,说:"我们就们的我们,这一点,一点一个一个一点。	The state of the same territory and the same productions	- the second of
me personally known to be the identical individual	named in one was execut	ted the foregoing instrument and acknowledged to me
Sing bracked the same freely and voluntarily to	ir the daes dad parposes that	id sed the day and year last above written.
ON TESTILONY WHEREOF, I have bereunto set m	A bana and animad my mode	
		und Atarl
		c for Oregon
en e	Му солизая	and oxyman. World
EALL .	My commiss	MILITARIA (1) ZONO
	My couraiss	STATE OF OREGON THE
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	My comraint	STATE OF CREGON 1741
Loon No. 40-00206 TRUST DEED	My comrains	STATE OF CREGON ss. County of Klamath
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		STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the day of February 19.81
	CONT USE HIS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the day of February 19.8
	(DOINT USE HIS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the february 19 8 at 10:42 o'clock A.M., and record in book M85 on page 201
TRUST DEED	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the 14 day of February 198 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County
TRUST DEED Geantor 10 KLAMATH FIRST FEDERAL SAVINGS	CONT USE THIS BRACE, PESERVED FOR BECORDING LABEL IN COUNT	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the 1 day of February 198 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County Witness my hand and seal of Courty
TRUST DEED Grantor TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the 14 day of February 198 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County
TRUST DEED Geantor 10 KLAMATH FIRST FEDERAL SAVINGS	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the 1 day of February 198 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County Witness my hand and seal of Courty
TRUST DEED Grantor TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary First Recogning Return To:	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the day of February 19 80 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County. Witness my hand and seal of Countifixed.
TRUST DEED Geantor TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary Alore Recogning Return To: KLAMATH FIRST FEDERAL SAVINGS	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the day of February 19 81 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County Witness my hand and seal of Countifixed.
TRUST DEED Grantor TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary First Recogning Return To:	CONTUER HIS BRACE PERSENTED FOR RECORDING LABEL IN COUNTIES WEERS	STATE OF CREGON ss. County of Klamath ss. I certify that the within instrume was received for record on the day of February 19 81 at 10:42 o'clock A M., and record in book M85 on page 201. Record of Mortgages of said County. Witness my hand and seal of Countifixed.

To be used only when obligations have been paid.

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a. Friedlich

The undersigned is the legal sweet and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully poid and satisfied. You hereby are directed, on payment to you ad any sums owing to you under the terms of said trust deed or have been fully poid and satisfied. You hereby are directed, on payment to you said trust deed (which are delivered to you herewith together with said pursuant to beautie, to entered in systematic, to the parties designated by the terms of said trust deed the estate now held by you under the 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

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Klamath First Federal Savings & Loan Association, Beneficiary

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