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19 .85..., between THIS TRUST DEED, made this 14th day of February ... Delphus V. WRIGHT and Martha Ann WRIGHT as grantor, William Sisemore, as trustee, and

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

wyren. United States, as beneficiary;

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in

Lot 3. Block 53, KLAMATH FALLS, FOREST ESTATES HIGHWAY 66 UNIT, Plat #2 in the County .Klamath.. County, Oregon, described as: of Klamath, State of Oregon. TECHERA LOE LART DECOMARZ THEN

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an eccommodation only, instrument by request as an eccommodation only, and has not exemined it for regularity and sufficiency and has not exemined it for regularity and sufficiency on as to its effect upon the title to any real property that may be described therein.

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Grantor's performance under this trust deed and the note it secures my 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 immediatley due and payable. which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or rogether with all and singular the appurtenances, renements, nereditaments, 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, ventinereatter belonging to, derived from or in anywise appertaining to the above described premises, and all plumoing, lighting, neating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor lating, 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 acquire, for the purpose of securing with the above described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing and irrigation apparatus, equipment of the sum of $\frac{1}{2}$ and $\frac{1}{2}$ and $\frac{1}{2}$ the murpose of acch agreement of the granter herein contained and the payment of the sum of $\frac{1}{2}$ and $\frac{1}{2}$ and $\frac{1}{2}$ by the murpose of the sum of $\frac{1}{2}$ and $\frac{1}{2}$ and $\frac{1}{2}$ by the sum of $\frac{1}{2}$ and $\frac{1}{2}$ and $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the granter of the granter herein according to the terms of a promissory note of even does herewith. But applies the sum of $\frac{1}{2}$ and $\frac{1}{2}$ by the granter, principal and interest being payable in monthly installments of $\frac{1}{2}$ by the granter of $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the granter of $\frac{1}{2}$ by the sum of $\frac{1}{2}$ by the granter of $\frac{1}{2}$ b

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This trust deed shall further secure the payment of such additional money. 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 more than one note, the beneficiary may credit payments received by it if up of said notes, or part of any payment on one note and part on another, as the boneficiary may elect. The grantor hereby consents to and with the trustee and the beneficiary

The grantor hereby coverants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are 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, arecutors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

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 and, when due, all taxes, assessments and other charges levied against thereof and, when due, all taxes, assessments and other charges levied against readers over this trust deed; to complete all buildings in course of construction persons the date construction is hereafter commenced; to repair and restore property who may be dated property free from all encumbrances having pre-taid property which may be dated premises within six months from the date or hereafter constructed on said premises within six months from the date or hereafter construction; in replace any work or materials unsatifiatory at all costs incurred therefor; to allow beneficiary to inspect said property at all costs incurred therefor; to allow beneficiary to inspect said property at all costs incurred therefor; to allow beneficiary to inspect said provements near or destroy any building or improvement or hereafter fact; not to remove or destroy have here allow all improvements or work hereafter erected upon said property in good repair and improvements new or hereafter incurred is and premises continuously loared against loss new or hereafter incurred as the beneficiary may from time to the mere-in a sum not less than the original principal sum of the note or opligation in a sum not less than the original principal sum of the note or opligation is asymptic to the principal prince of Any solit the beneficiary may from and with ticker, and to deliver the original principal sum of the heneficiary may in all with the proved loss payable clause in favor of any such policy of insurance. If there days prior to the effective theneficiary may in the insurance is all be non-cancellable by the granter of the beneficiary may in the insurance is all be non-cancellable by the granter during the full term of the policy thus obtained. In order to provide r

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums to the grantor agrees to pay to the benelicary, together with and in addition the mothly payments of principal and interest payable under the terms of the note or obligation secured principal and interest payable under the terms of the taxes, assessments and hereby, an amount equal to one-twelfth (1/12th) of property within each succeed-other charges due and payable with respect to said property within each succeeding three years while payable with respect to said property within each succeeding three years while payable with respect to the principal of the loan until required for the several purposes thereof and shall thereupon he charged to thereat, to pay said the beneficiary. It was a reserve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

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 begin to bear interest and also to pay prenulums on all insurance policies upon and property, such payments are to be made through the ben-policies upon and property, such payments are to be made through the ben-policies upon and property, such payments are to be made through the ben-policies upon and property, such assessments or the statements thereof furnished any and all taxes, assessments and other charges levied or imposed against insurance premiums in the amounts as shown or their charges, and to pay the by the collector or their representatives, and to charge said sums to the the insurance carriers or their representatives, and to charge said sums to the the insurance required from any loss or damage growing joint of a defect in any in-ance written or for any loss or damage growing joint of a defect in any in-ance, written or for the beneficiary responsible for fulline to have any insu-such insurance receipts upon the indebtdness for payment and is apply any loss, to compromise and settle with any insurance company and is apply any loss, to compromise and settle indebtdness for payment and satisfaction in ownurance mout of the indebtdness for payment and satisfaction in omputing the amount of the indebtdness for payment and satisfaction in omputing the amount of the acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sal

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 and 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 may at its option carry out the same, and all its expenditures there-beneficiary may at its option carry out the same, and all its expenditures there-here and any interest at the rate specified in the note, shall draw interest at the rate specified by the lien of this trust deed. In the grantor on demand and shall be secured by the lien of this trust deed. In the grantor on demand and shall be the right in its discretion to complete this connection, the beneficiary shall have the right in make such repairs to said 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.

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, fees and expenses of this trust, including the cost of title search, as well as the other costs and restrictions affective incurred in connection with or the other costs of the trust including the cost of title search, as well as the other costs and restriction or proceeding purporting to affect the secur-to appear in the rights or powers of the beneficial title and attorney's fees and is costs and expenses of other trust or trustee; and to pay all costs and expenses of the court, in any suit brought by bene which the beneficiary or trustee may appear and in any suit brought by bene which the beneficiary or trustee, and all said sums shall be secured by this trust deel.

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.

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It is mutually agreed that: 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 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 ac-tion or process, prosecute in its own name, appear in or defend any ac-tion or process, prosecute in its own name, appear in or defend any ac-tion or process, prosecute in its own name, appear in or defend any ac-tion or process any account taking, which at one the same of the amount re-graphic as pay all reasonable coals, expenses and hall be paid to the beneficiary and applied by its first upon any reasonable methy; and expenses and attorney's belance applied upon the indebtedness security; and the grantor a sprea-bulance applied upon the indebtedness accurate acch instruments as all it its own expense, to take such actions and expense, promptly upon the beneficiary's request.

he necessary in obtaining such compensation, promptly upon the beneficiary a request. 2. At any time and from time to time upon written request of the bene-ficiary payment of its frees and presentation of this deed and the note for en-ficiary payment of the frees and presentation of this deed and the note for en-ficiary payment of the frees and presentation of this deed and the note for en-ficiary payment of the presentation of the indeponenty; (b) join in granting consent to any person for the payment of the indeponenty; (b) join in granting consent to any ensiting and restriction there have proven the trustee mary (a) inability of any person for the pay of the person (c) join in any subodination any easement of creating and restriction there have been been any recourser, or other agreement affecting this deed or the lifent or charge hereof; (d) recourser, without we be described as the "person or present legally entitled thereto" and ance may be described as the "person or present legally entitled thereto" and the threat thereon. Trustee's tees for any of the services in this paragraph thuil fulness thereot. Trustee's tees for any property located thereon until party affected by this deed and of any present property located thereon. Until prive affected by this deed and of any present of any indebidents are thereon. Until prive affected by this deed and of any property indeter to default as the let all such rents, issues, royaities and profits of the pro-ficiary may at any time without notice, either in person by agent or by a re-ficiary may at any time without notice, time in the restrict by a secure of there or any and there there on a security for the sequence of any security for the appendic day, a court, and without regard to the dequary of any celver to be appinde by a court, and without regard to the dequary of any security for the sequence of appendic day are for or otherwise collec-said property, use and profits, including those paration of thermide, the beck-tered and profits, including thos

5. The entering upon and taking possession of said property, the collection upch rents, issues and profits or the proceeds of fire and other insurance pols or compensation or wards for any taking or damage of the property, and application or release thereof, as aforesaid, shall not cure or waive any do-t or notice of default hereunder or invalidate any act done pursuant to a notice.

5. The grantor shall notify beneficiary in writing of any sale or con-tract 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 ours secured hereby immediately due and payable by delivery to the truster of written notice of default and election to sell the trust property, which notice to default outs to be duly filed for record. Upon delivery of said notice of default of and election to sell deposit with the truster to there this funct deed and elip promissory notes and documents evidencing expenditures secured hereby, whereupon the required by law.

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 sttorney's fees not exceeding XNEW conter than such portion of the principal as would not then be, due had no default occurred and thereby cure the default. UIG AMOUNT DYLCHCO DY LOW 8. After the lapse of such time as may then by required by law following the recordation 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 de-termine, at public auction to the highest bidder for cash, in lawful money of the United States, payshe at the time of sale. Trustee may potypone sale of alle sale and from time to time threafter may potypone the sale by public an-

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nouncement at the time fired by the preceding postporement. The trustee is deliver to the purchaser his deed in form as required by law, covering the perty so sold, but without any covenant or warranty, express or implied, recitals in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the gra and the beneficiary, may purchase at the sale.

and the beneficity, may purchase at the sate.
9. When the Trustee sells pursuant to the powers provided herein, t trustee shall apply the proceeds of the trustee's sale as follows: (1) the expenses of the sale including the compensation of the trustee, and reasonable charge by the attorney. (2) To the obligation secured by t trust deed. (3) To all persons having recorded liens subsequent to t interests of the trustee in the trust deed as their interests appear in t order of their priority. (4) The surplus, if any, to the grantor of the tru deed or to his successor in interest entitled to such surplus. the To d a the the the trust

deed or to his successor in interest entitien 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 hereinder. Upon such appointment and without con-veyance 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 instrumant 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. executed place of ier of the moof of

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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 huirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured herety, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the ma-culting gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

elphus U Wright

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

	Seal)
	Delphys V. Wright
STATE OF OREGON	Sylartha ann Wright (SEAL)
County of Klamath	Martha Ann Wright
7 / +1	ry of February 1985 before we the understand a
Notary Public in and for said county and state, p	ry of <u>February</u> , 19.85, before me, the undersigned, a sersonally appeared the within named <u>Delphus V. Wright and</u>
Martha, Ann Wright	
to me personally known to be the identical individuo	15 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 noterial seal the day and year last above written.
	Minu la Maguel
V DLICA	Notary Public for Oregon
(SEAL)	My commission expires: March 24, 1988
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Loan No. 39+01170	STATE OF OREGON
	County of Klamath Ss.
TRUST DEED	County or
	I certify that the within instrument
	was received for record on the <u>26th</u>
CLEAN CERTIFIC FORMATION CREATE AND AND	day of February 1985
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States Grantor St.	FOR RECORDING IN DOOKON DOGE 2009
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Beneficiary	a Carl Battali.
After Recording Return To:	Evelyn Biehn
KLAMATH FIRST FEDERAL SAVINGS	County Clerk
AND LOAN ASSOCIATION	CONTAINT AND AND COLORADA AND BUT PAR Amy This
	Fee: \$9.00
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The undersigned is the lead owner and holder of	all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed irected, 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 indebted	iness secured by sold trust deed (which are delivered to you herewith together with sold
some.	porties designated by the terms of said trust deed the estate now held by you under the MAY200112 (1997) a state of the
CODER A' ASTOLIA SE	Klamath First Federal Savings & Loan Association, Beneficiary
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