White teat the take the takes the ta 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. 11:43

which said described real property is not currently used for agricultural, timber of grazing purposes; c

together with all and singular the appurtenances, tenements, hereditaments, ronts, issues, profits, water, rights, easements or privileges now or privileges rogerner with all and singular the appurishances, tenements, nereditaments, runts, issuus, piolits, wateringing, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, and lighting, are conditioning refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor

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 note or notes. If the indebtedness secured by this trust deed is evidenced by 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, free and clear of all encumbrances and that the grantor will and his heirs, the said 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 the according to the terms and property; to keep said property free from all encumbrances having present and other charges levied against the said property; to keep said property free from all encumbrances having present and the said property in the said property and the good workmarked to complete all buildings in course of construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore hereof and the said property and in good workmarked and property and in good workmarked and the said property in the said property and the said property in the said property and building or improvements mow or hereafter erected upon said roperty in good repair and to commit or suffer hereafter erected upon said roperty in good repair and to commit or suffer hereafter erected upon said roperty in good repair and to commit or suffer hereafter erected upon said premises continuously insured against loss now or hereafter erected upon said premises continuously insured against loss in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than the original principal sum of the other or obligation in a sum not less than th

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the granton agrees to pay to the beneficiary, togethawith and in addition to the monthly awments of principal and interest regularly to the most of t

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 premiums on all insurance the same begin to bear interest and also to pay premiums on all insurance the same begin to bear interest and also to pay premium on all insurance. The grantor hereby authorize the heneficiary to pay liciary, as aforesaid. The grantor hereby authorize the heneficiary to pay in any and all taxes assessments and other charges statements thereof furnished and property in a. Smounts as shown by the statements thereof furnished said property in an assessments or other charges, and to pay the by the collections in the amounts shown on the charges and to pay the insurance. Premium in the amounts shown on the charges all sums to the heneficial count, if any, established for the many he required from principal, of the loan or to withdraw the sum which may be required from principal, of the count, if any, established for the many her grantor, agrees the reserve to hold the beneficiary reponsible for failure to have any insurance which of the property is authorized, in the event of any surrance receipts upon the obligations secured by this trust deed. In such that the sum of the indebteness for payment and satisfaction in computing the amount of the indebteness for payment and satisfaction in 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

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 demand, and if not paid within ten days after such demand, the beneficiary 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 may at its option carry out the same, and all its expenditures therefore, and the same and the same and the repayable by for shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed, the grantor on demand and shall be secured by the lien of this trust deed, the grantor on demand and shall be secured by the lien of this trust deed, the grantor on demand and shall be secured by the lien of this trust deed by any lies of the same and also to 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.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, 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 fees 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 appear in and defend any action or proceeding purporting to affect the security and expenses, including cost of evidence of the and attorney's fees in costs and expenses, including cost of evidence of the and attorney's fees in evident the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

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

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 the right to commence prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement innection within or proceedings, or to make any compromise or settlement on the money is such taking and, if so elects, to require that all or any portion of the money's such taking and, so compressed to the such taking, which are in excess of the amount of payable as oull reasonable costs, expenses and attorney electron of the money's necessarily paid or incurred by the grantor in such proceedings, shall be proceedings, and attorney and expense in the indebtedness secured execute such instruments as shall as its own expense, to take such actions and execute such instruments as shall as its own expense, to take such actions of execute such instruments as sets.

at its own expense. to take such accessary in obtaining such compensation, promptly upon the beneficiary's be necessary in obtaining such compensation, promptly upon the beneficiary payment of its fees and presentation of this deed and the note for entirely payment of its fees and presentation of this deed and the note for entirely of any person for the payment of the indebtedness, the trustee may (a) liability of any person for the payment of the indebtedness, the trustee may (a) liability of any person for the payment of the indebtedness, the trustee may (a) liability of any person for the payment of the indebtedness, the trustee may (a) liability of any person for the payment of any described any person and restriction thereon, (c) join in any subordination any casement or creating and restriction thereon, (c) in any subordination and the agreement affecting this deed on the property. The grantee in any reconvery without warranty, all or any part of the property. The grantee in any reconvery without warranty all or any part of the property. The grantee in any reconvery without warranty all or any part of the property. The grantee in any reconvery without warranty all or any part of the property affected of the crusts all reuts, issues, royalties and profits of the procontinuance of these trusts all reuts, issues, royalties and profits and profits of the procontinuance of these trusts all reuts, issues, royalties and profits of the proformance, any, agreement hereunder, grantor shall default in the payment of any indebtedness accurred hereon. Until perty affected by this deed and of any, personal property located thereon. Until perty affected of any, agreement hereunder, grantor shall act the proformance, any, agreement hereunder, grantor shall all the proformance, any, agreement hereunder, grantor shall all the proformance, any, agreement hereunder, grantor shall never the right to coltete performance, any, any property of any profits are profited by a court, and without regard to default as they lead to the

- the indicate the propose by the headlets at 4. The entering upon and taking possession of said property, the collection such rents, issues and profits or the proceeds of fire and other insurance poiss or compensation or awards for any taking or damage of the property, and application or release thereof, as aloresaid, shall not cure or valve any deals, or notice of default, hereunder or invalidate any act done pursuant to or 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 segment 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 flied for record. Upon delivery of said notice of default and election to sel the truster of said notice of default and election to sel the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon trustees; shall fix the time and place of sale and give notice thereof as then 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 attorney's fees not exceeding ESME 2600, other than such portion of the principal as would not then be due bad no default occurred and thereby cure the default.

 8. After the lapse of such time as may then be 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 determine, at public auction to the highest bilder 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 as the sale of the sale of the sale of the sale of the sale.

nouncement at the time fixed by the preceding postponem deliver, to the purchaser his deed in form as required by la-perty so, sold, but without any covenant or warranty, ex-rectials in the deed of any matters or facts shall be on truthfulness thereof, Any person, excluding the trustee but and the beneficiary, may purchase at the sale.

- 2). When the Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the trustee's sale as follows: (1) the expense of the sale including the compensation of the trustee, and the companion of the trustee of trust deed. (3) To all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interests appear in order of their priority. (4) The surplus, if any, to the grantor of the trustee of the trustee in the trust deed as their interests appear in order of their priority. (4) The surplus, if any, to the grantor of the trustee in interest entitled to such surplus.
- deen or: 10 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 herefore to any successor trustee appointed hereunder. Upon such appointment and without overwance to the successor trustee, the latter shamed or appointed hereunder. But and duties contered upon assistant and such appointment of the successor trustee, the latter shamed or appointed hereunder. Each better the such appointment of containing reference, to this trust deed and its place to be the successor trustee.
- 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 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, legatess devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including piedoges, of the note secured herepy, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculing gender includes the feminine and/or neuter, and the singular number in cludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. nk D Rolli (SEAL) aire alle (SEAL) Diane Rollins STATE OF OREGON County of Klamath ss THIS IS TO CERTIFY that on this 27 day of ., before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

Frank D. Rollins and Diane Rollins

to me personally known to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that they provided 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 The control of the co SEAL (COFE) My commission expires: 5-14-98 STATE OF OREGON
County of Klamath) ss: -- Loan No. estantit ja sijasi pasi Keksti isani kadanist kia មុខសុខ ខុងប្រទិស្សការ តែជាស្វេសសក្ស សេដ្_ម ស្រុកស would to the whole and piblic green.

TRUST DEED. was received for record on the 28th was received for record on the 28th was received for record on the 28th day of 6th of fagether with all end diggics arg reportenties, tero ere futolijan esprimare graen jalojes KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS

AND LOAN ASSOCIATION 540 main, KFO 971601

Fee: \$9.00

 I_{c} certify that the within instrument 28ch

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

County Clerk

To be used only when chiliquies have been paid.

a County, Organia, described as

To: William Sisemore. Trustee parkupa sepa surq norkoka 40 ma (names ni mare) 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 or 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 pursuant to statute, to cancel all evidences of indebtedness secured 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 same of the LEGAL TRUST OF ALMOSTATION OF THE COUNTY OF THE PROPERTY OF THE PR

Klamath First Federal Savings & Loan Association, Beneficiary

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DATED: 52598

TRUST DEED

Val.M&S_Page