Lots 31, 32, 33 and 34 of LAKEWOOD HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Fee: \$9.09

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.

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, hereditaments, 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, ventilating, 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 installed in or used in connection covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of sacuring performance of each agreement of the grantor herein contained and the payment of the sum of SEVENITEN THOUSAND FIVE HINDRED AND performance of each agreement of the grantor herein contained and the payment of the sum of SEVENITEN THOUSAND FIVE HINDRED AND 17, 500, 000 Bollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the payment of the grantor has contained and the payment of the sum of SEVENITEN THOUSAND FIVE HINDRED AND 17, 500, 000 Bollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the payment of the grantor has contained and the payment of the sum of SEVENITE NEW 17, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payment of the sum of SEVENITE NEW 18, payable to the payable to beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$......224.30...... commencing

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 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 more than one note, the beneficiary may payment on one note and part on another, as the beneficiary may elect.

Klamath County, Oregon, described as:

Alteria del Californio de 1957 - 19

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 herein that the said premises and trust the grantor will and his heirs, free and clear of all encumbrances and that the grantor will and his heirs, free and edministrators shall warrant and defend his said title thereto executors 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 the growth of the construction is hereafter construction in the construction in the construction is hereafter construction in the construction in the construction of the date construction is hereafter commenced; to replace and property which may be damaged destroyed and pay, when due, all sold property which may be damaged destroyed and pay, when due, all the construction; to replace written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary within filteen days after written notice from beneficiary of the beneficiary and to commit or suffer no waste of said premises; to keep all buildings, property and improvements now or hereafter erected on said prompts on the construction of the notice from the notice from the fields of the person of the property of the beneficiary and to commit or suffer in a sum not less than the rights of principal sum of the note of time frequency of the beneficiary and to deliver the original policy of hasurance in correct form and with approved loss payable clinicipal place of business of the beneficiary at least premium paid, to the principal place of business of the beneficiary at least property of insurance is not so tendered, the beneficiary any in its own discretion o

Obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described prosassesments, and governmental charges levied or assessed against the above described property and insurance premium while the indebtedness secured hereby is in excess of 80% perty and insurance premium while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the loan was of the lesser of the original purchase price paid by the grantor at the time the loan made or the beneficiary's original appraisal value of the property at the time the loan made, grantor will pay to the beneficiary had addition to the monthly payments of value of the property of the

While the grantor is to pay any and all taxes, assessments and other charges levicity or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such payliners are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed the beneficiary to pay any and all taxes, assessments and the property in the amounts as shown by the statements thereof furnished by the against said property in the amounts shown on the statements submitted by the insurance carriers or their resentatives and to withdraw the sums which may be required from the reserve accounts if any, established for that purpose. The grantor agrees in no event to hold the beneficiary firespossible for failure to have any insurance written or for any loss or damage growing responsible for failure to have any insurance written or for any loss or damage growing expensible for failure to have any insurance written or for any loss or damage growing vector of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance company and to apply any event of any loss, to compromise and settle with any insurance of the loss of th

acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any 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, deffelt to the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

\$P\$有事选择,但是的[\$P\$] 在《《新述》,或是作为

Should the grantor fail to keep any of the foregoing covenants, then the Should the grantor fail to keep any of the foregoing covenants, then the efficient may at its option carry out the same, and all its expenditures therefore the shall draw interest at the rate specified in the note, shall be repayable by shall draw interest at the rate specified in the note, shall be repayable by stantor on demand and shall be secured by the lien of this trust deed. In sometion, the need to be secured by the lien of this trust deed in some context of the secure of the

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, for the other costs and expenses of the truste including the cost of title search, as well as fees and expenses of the trustee incurred in connection with or the other costs and expenses of the trustee incurred in connection with or appear, in this obligation, and trustee's and attorney's fees actually incurred; to appear, in the defend any action or proceeding purporting to affect the security appear, in the rights or powers of the hendicing trustee; and to pay all costs and expenses, including cost of evidence of little and attorney's fees in a costs and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses, including cost of evidence of little and attorney's fees in a cost and expenses and the evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees in the cost of evidence of little and attorney's fees and the cost of evidence of little and attorney's fees and the cost of evidence of little and attorney's fees and the cost of evidence of littl

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

It is mutually agreed that:

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 action or proceedings, or to make any compromise or settlement in connection with too or proceedings, and if it so elects, to require that air or any portion of the money's such taking and, if it so elects, to require that air or necessor if the amount repayable as compensation for such taking, which are necessarily paid quired to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the proceedings, and the paid to the beneficiary and applied upon the indebtedness secured hereby; and the grantor agrees, balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and except such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary's payment of its fees and presentation of this deed and the note for enforcement (in case of full recoveyance, for cancellation), without affecting the dorsement (in case of full recoveyance, for cancellation), without affecting the dorsement (in case of full recoveyance, for cancellation), without affecting the consent to the making of any map or piat of said property; (b) join in granting consent to the making of any map or piat of said property; (b) join in granting consent to the making of any map or piat of said property; (b) join in granting or or creating and restriction thereon, for grantee in any reconveryor of the agreement affecting this deed or the lien or charge hereof; (d) reconveryor without warranty, all or any part of the property. The grantee in any reconveryor without warranty, all or any part of the property. The grantee in any reconveryor in the rectal state of the property of the therein of any matters or facts shall be active proof of the trust shall be active. Trustee's fees for any of the services in this paragraph truthfulness thereof. Trustee's fees for any of the services in this paragraph truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be active trusts all rents, issues, royalities and profits of the procent paragraph and the property affected by this deed and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until perty affected by this deed to the property of any part thereof, in its own names use f

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- and a property of the property 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
- 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 heneficiary may declare all sums secured hereby innediately due and payable by delivery may declare all sums secured hereby innediately due and payable by delivery of trustee of written notice of default and election to sell the trust property, which is the secure of the secur
- 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 SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney's fees not exceeding SEMPLETS of the obligation and trustee's and attorney and 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 retrease and

nouncement 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 property so sold, but without any covenant or warranty, express or implied. The recitals 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.

and resolution are given therefore in the design of the control that is the first day of the control that is the first day of the control to the control that is the control to the control to the control that is the control to the c

- 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. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the granbor 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 circle or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
- ii. 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 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, legatees devisees, administrators, executors, excessors and assigns. The term "beneficiary" shall mean the holder and owner, including pleasured hereby which the parties acquired hereby which has a quality acquired hereby which the parties acquired hereby which the parties acquired hereby which hereby which has a qual

	 Washington and the control of the cont	vitetner or not named as a beneficiary enever the context so requires, the mas for neuter, and the singular number in
IN WITNESS WHEREOF, said grantor	has hereunto set his hand and seal the day	and year first above written
	Con Than	0
	JAMES T. MEARS	(SEAL)
TATE OF COLUMN		201
STATE OF OREGON County of Klamath Ss	DARLENE C. MEARS	// (SEAL
THIS IS TO CERTIFY that on this 12TH do	ry of September 198	, before me, the undersigned, c
Notary Public in and for said county and state, p	ersonally appeared the within named	, before me, me undersigned, c
James T. Mears and to me personally known to be the identical individual	n Dallene C. Mears In Snamed in and who executed the foregoing instrum	
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 notarial seal the day and ye	ar last above written.
O . 0T/0.		COL-
SPAN	Notary Public for Oregon My commission expires: 10-13-	
SEAU	My commission expires: 10-13-	0 6
OF ON S	· San and the same of the same	
Loan No.	STATE OF OREG	
TRUST DEED	County ofK	amath } ss.
	स्थान त्रास्त्र १८८ व्यक्तिस्त्राः स्थान्त्रस्य स्था (certify	1
	was receive	d for record on the 16th
	day of	eptember 1985
	SPACE: RESERVED TO ST. DOOK P. FOR RECORDING TO SUM, DOOK P.	clock A M., and recorded
Charles in the contract Contract	LABEL IN COUNTY RECORD OF M	ortgages of said County.
KLAMATH FIRST FEDERAL SAVINGS	USED.)	y hand and seal of County
AND LOAN ASSOCIATION Beneficiary	affixed.	y nama and sear of County
After Recording Return To:	Evelyn	Biehn, County Clerk
KLAMATH FIRST FEDERAL SAVINGS	\sim	County Clerk
AND LOAN ASSOCIATION 2943 So. SIZH	By T.F.	semith)
X745 30. 31XIN	Post 60 00	Deputy
Klamath Fulls, OR 97603	Fee: \$9.00	Deputy

TO: William Sisemore, __ Trustee

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 of 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 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.

Klamath First Federal Savings & Loan Association, Beneficiary

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