STEVENS. NESS LAW PUB. CO., PORTLAND, OR

TRUST DEED

Vol. M& Page

THIS TRUST DEED, made this the day of March RANDALL D. SIGMUND and MARLETT K. SIGMUND, husband and wife as Grantor, MOUNTAIN TITLE CO! PANY OF KLAMATH COUNTY

HARRY A. CROSBY and HILLED P. CROSBY, husband and wife its Beneficiary,

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

Let 4 and let 6, Block 77, BUENA VISTA ADDITION, according to the official plat thereof on file in SPECIAL TERMS: The payment arount and interest rate specified on the Note shall be

variable and shall change and be the same amount as the underlying Klamath 1st Federal Note and Trust Deed at all times.

The remaining balance of this obligation becomes due and payable in full, on or before

March 19, 1988. All parties herein have agreed that the Grantors shall have the right to renegotiate with the Beneficiary at such time as payment in full is due.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TILD THESE IS AN ALL-INCITISIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR SECOND TRUST DEED IN FAVOI OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION.

SEE FRIED THE STATE OF THE SECOND THE SECOND AND SECOND AND SECOND THE SECON

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THIRTY-SIX THOUSAND AND VO/100 ----

most of even date berewith, payable to bereficing or order and nade by grantor, the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note than a ribe beneficiary's option. In the event the within described projectry, or any part thereof, or any interest therein is sold, agreed to be then at the beneficiary's option, all obligations incured by this instrument, irrespective of the maturity dates expressed therein, or had become immediately due and payable.

The date of maturity dates expressed therein, or grazing purposes.

To protect the security of this trust deed, franter agrees:

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those and restorations allocating said perspective area. The processes of the transfer such leavaging statements present to the Uniterian Commercial of the service such that the Cost of all innerests made to the process of the beneficiary may require and to the lifting same in the transfer public offices on ellipse, as well as the cost of all innerests made beneficial offices of ellipse, as well as the cost of all innerests on the buildings and use of the beneficial offices of entire the search as may be observed to the process of the buildings and use of the beneficial of the search present process of the buildings and use of the beneficial of the beneficial of the beneficial to the beneficial of the buildings and use of the beneficial of the process of the buildings of insurance and the professes of insurance shall fall for any tension to procure any use insurance and all the barbot shall fall for any tension to procure any use insurance and the barbot shall fall for any tension to procure any use in the expiration of they perfectly of insurance serve of hereafter placed to the the process of the barbot shall fall for any tension to procure any use of the expiration of they perfectly of insurance and the barbot shall fall for any tension to procure any use of the expiration of they perfectly of insurance and the barbot shall be benefited under any fare of the same at grantor, expect and buildings evidence shall make the same and the same fall of the process of the same and the same fall of the process of the same and the same fall of the process of the same and the same fall of the process of the same and the same

wilste court shall adjudge isosonable as the beneficiary's or Tintee's attormy's less on such appeal.

If its trustually agreed that:

8 In the event that any portion or all of said property wall be taken order the right event that any portion or all of said property will have the right event that any portion or any portion to the right event of the required that all or any portion in the right event purpose of the required property of the required survey by the recommendation of the required survey by the right event in the right event property of the recommendation of the right point or solved by it liest upon such sweedings, all all be paid to neurally point or any in such proceedings, and all the paid or neural by beneficiary and the right event of the balance applied upon the right event of the paid secured first of the paid to the recommendation of the secured first of the recommendation of the paid to the recommendation of the paid and the recommendation of this deed and the note for event determined of the recommendation of the recommendation of the recommendation of the second of the second of the second of the recommendation of the recommendation of the recommendation of the second of the second of the second of the recommendation of the payment of the recommendation of the second of the recommendation of the payment of the payment of the recommendation of the second of the recommendation of the payment of the recommendation of the second of the recommendation of the payment of the recommendation of the second of the recommendation of the rec

(a) consent to the making of any map or plat of said property: (b) join in graning any esement or creating any restriction thereon: (c) join in any theory and consent of the lien or charge and the consent of the lien or charge agraning any esement or creating any restriction thereon: (c) join in any theory agreement allecting this deed or the lien or charge agrantee in any reconveyance may be described a part of the property. The legally entitled through the property of the property. The legally entitled through the property of the property. The legally entitled through the property of the property. The legally entitled through the property of the property. The legally entitled through the property of the pro

the manner provided in ORS 86.715 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and all. After the trustee has commenced foreclosure by advertisement and tale, and at any time fror to 5 days before the date the trustee conducts the field of the trustee conducts the season of the default or defaults. If the default consists of a failure to pay, when due, the default or defaults. If the default consists of a failure to pay, when due, the default may be cured by paying the rot then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the default or trust deed. In any case, in addition to curing the default or and expenses actually incurred in enforcing the obligation of the trust deed. In such pay to the beneficiary all costs of the state of the season of the trust deed of law.

it dether with trustees and attorneys sees not exceeding the automina province by law.

14. Otherwise, the sale shall be held on the date and at the time and sale displated in the notice of sale or the time to which said sale may sale controlled by law. The trustee may sell said property cities on one price of in separate parcels and shall sell the parcel or per either in cition to the highest bidder for each, physible at the time of sale. Trustee the property of the purchaser its deed in physible at the time of sale. Trustee the property of the purchaser its deed from as required by law creaming the property of the purchaser is deed in the property of the purchaser is deed in the property of the purchaser is deed in the property of the purchaser is deed to any metric of lact shall be concluded proof the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

15. Meantiment and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-atherens, (2) to the obligation secured by the trust deed, (3) to all persons and present to the interest of the trustee in the trust deed, (3) to all persons deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surjus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor in the latter shift be vested with all title, powers and duties conferred upor any trustee herein named or appointed hereunder. Each such appointment of the successor in the most successor in the most gas recorded by hereiciary, which, the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed a cache whedged is made a public record as provided by law. Trustee is acknewhedged is made a public record and action and any other deed continuous action or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor, beneficiary or trust cache aparty unless such action or proceeding is brought by trustee.

NOTE. The Trust Deed Act provides that the trustee hereunder in ast be either an altomey, who is an active member of the Oregon State Bar, a bank, trust company or savings and lean association ambulated to discuss under the lower of Oregon or its United States, a fill insurance company authorised to insure title to real property of this state, its subsidiaries, affiliates, agents or brandles, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 698.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seited in fee simple of said described ren' property and has a valid, unencumbered title thereto except Trust Deed recorded January 21, 1984, in Volume M84, page 1113, Microfilm Records of Klamath County, Oregon, in favor of Klamath First Federal Savings and Loan Association which the Grantor herein does not agree to assume nor pay and the Beneficiary herein agrees to hold the Grantor herein does not agree to assume against all persons whomsoever.

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for granter's personal, family of household purposes (see Important Notice below).

(A) REPRESENTATION OF THE PROPERTY OF A DESCRIPTION OF THE PROPERTY OF This deed applies to, incres to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the contract secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine gencler includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. **IMPORTANT NOTICE: Dulete, by lining out, whichever warranty (a) or (b) is not applicable; if worranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Landing Ad and Regulation Z, the beautificiary MUST comply with the Act and Regulation to making required disclarates; for this purpose use Stavets-Ness Form No. 1319, or equivalent if compliance with the Act is not required, disregard this notice. RANDALL D. SIGMUND K Signard يحاو MARLETT K. 11.5/20 STATE OF SEEDOIL STATE OF OREGON, County of comments of Klamath This instrument was acknowledged before me of This instrument was acknowledged before me on 1986 by HANDALL D. BIGMUND and MARLETT & SIGMUND Hotary Public for O regon Notary Public for Oregon (SEAL) (SEAL) My commission expires: ///6/87 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when stillgettens have been paid., Trustes 70: 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 sitats now held by you under the same. Mail reomyeyance and documents to DATED: Beneticiary ed OR THE NOTE which it necess. Be STATE OF OREGON, TRUST DEED County of I certify that the within instrument STEVIENS-NESS LAW PUR. CO., PO was received for record on theday .,/...., 19..... Randall D. Sigmund & Marlett clockM, and recorded Sigmund in book/reel/volume No. SPACE RESERVED pageor as fee/file/instru-

FOR

RECO! DER'S USE

Harry A. Crosby & Helen P. Crosby

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY OF

KLAMATH COUNTY

Beneticity y

ment/microfilm/reception No.....

Witness my hand and seal of

TITL

Deputy

Record of Mortgages of said County.

County effixed.

By.

EXHIBIT "A"

This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to the Trust Deed now of record dated January 16, 1984, and recorded on January 21, 1984, in Volume M84, page 1113, Microfilm Records of Klamath County, Oregon, in favor of Klamath First Federal Savings and Loan Association, as Beneficiary, which secures the payment of a Note therein mentioned.

Harry A. Crosby and Helen P. Crosby, husband and wife, Beneficiary herein agrees to pay, when due, all payments due upon the said Promissory Note in favor of Klemath First Federal Savings and Loan Association, and will save Grantors herein, Randall D. Sigmund and Marlett K. Sigmund, husband and wife, harmless therefrom.

Should the said Beneficiery herein defealt in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

The Beneficiary herein shall pay the real property taxes each year. Upon Presentation of the paid tax receipt to the Collection Escrow Agent, Mountain Title Company, the taxes shall be added back to the balance of this Trust Deed and Note mentioned herein.

| STATE OF OREGON: COUNTY OF KLAMATH: ss. | | | |
|-----------------------------------------|----------------------|--------------------|-----------------------------------------------|
| #1.1 E | | o f | the day |
| of | record at request of | A.D., 19 86 at 1:1 | 9 o'clock P M., and duly recorded in Vol. M86 |
| · | (| of Morthagna | on Page4619 |
| | A12 AA | | Evelyn Bilehn, County Clerk |
| FEE | \$13.00 | 4 : | |