5388

NRUST DEED ..... 19 . .... between THIS TRUST DEED, mayle this the day of the d 59772 as grantor. William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

The grantor irrevocably grants, burgains, sells and conveys to the trustee, in trust, with power of sale, the property in United States, as bonefaciary;

35

Ē

<u>.</u>..

661

36

The West one-half of Lot 4 in Block 2, SHASTA VIEW TRACTS, Klamath .. County. Oregon, described as: according to the official plat thereof or file in the office

of the County Clerk of Klamath County, Oregon. EXCEPTING therefrom the North 95.8 feet thereof.

and the second second

Granton's performance under this trust deel and the note it secures may not be assigned to Granton's performance under this trust deer and the note it secures may not be assigned to or by assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and rayable.

This trust deed shall further secure the payment of such additic sal in .ney. This trust deed shall further secure the payment of such additic sal in .ney. as in the such as the such as the such as the such addition of the such as the

The granter hereby covenants to and with the trustee and this beneficiary The granter hereby covenants to and with the trustee and this test (r d are in that the said premiers and property converted by this test (r d are and test into said premiers that that the rentro will sud he here, and the said indepiniers shall warrant and defend his said title thereto utors and indepiniers of all persons whomsoever.

erentors and indulisitations shall warrant and difend his said title thereto sinist the drains of all persons whomsover. The gravity is the term and agrees to pay and other charge that agrees listeriof and, when you, all targe assessments and none according to the term ind property. Is term and agrees to pay and other charge that agrees redence over the all targe assessments and another charge that agrees is a property is to term and a previse the man all encumbrance is a signifi-redence over this trust detd; but could be according to the significance over this trust detd; and property is and in good work and previses a some accord; to relate the significance over the size conservations and the some accord; to relate the size of the size of the size conservation of the size conservation of the size conservation of the size conservation is been all the size and previses to be a size of the size conservation is breaster some accord; to relate the size of the size conservation of the size conservation when the size of the size

bisided In order is privide regularly for the prosibl payment if hald taxes, issues-ments of other drames and the interference prosible payment if and taxes, issues-the baseline from the with and in Addition to the mosthy part interference problem and the set of the set of the set of the set of the interference interference of the set of the set of the set of the set of the interference interference of the set of the set of the set of the interference of the interference of the set of the set of the set of the interference of the interference of the set of the set of the set of the interference of the interference of the set of the set of the set of the interference of the interference of the set of the set of the set of the interference of the interference of the set of the set of the set of the interference of the interference of the the set of the interference of the the set of the interference of the interference the set of the set

prepliarité, Airi assessments or other chirges when they area become use bad paylable. While the fraction is to pay any and all taxes, a measurents and other tharges by a statement against wall all taxes, a measurents and other phileen up a statement against available to pay previous mail insurance become used to the interest and neck to pay previous thereof, before bidges up a state The grant and allo to pay previous and insurance bidges up a state the encourts a statement in the state of the best bidges up a state the state of the to the pay previous the best bidges up a state the previous and the pay previous and the pay bidges up a state the pay and allo to pay previous and the pay bidges up a state the paylable to the pay previous the pay bidges up a state the paylable the paylable to the pay bidges up a state the paylable the paylable to the state states a state the paylable to the paylable to pay the state states paylable to the states a state and the charge the paylable to the last state paylable to the states the paylable to a state and to the paylable the paylable to the paylable to any paylable to the state states paylable to the paylable to any paylable to the state states paylable to the paylable to the paylable to any paylable the transformed the base of the paylable to any paylable to the state states pairs and the paylable to any paylable to any paylable and the paylable to the paylable to the paylable to the paylable to any the state states pairs and state with a transformed to any the state states pairs and the paylable to any the paylable to a state any the state states pairs and the paylable to any manager state paylable to any the state states paylable the paylable to any the paylable to a state and to any the state states paylable the and state with any manager paylable to a state and to state the state and state with any manager paylable to any the state and the paylable to any the the paylable to a state and the paylable to a state and state the state and state and state with the paylabl

default. Fit balance remaining in the reserve account shall be credited to the indebtednest. If the reserve account for taxes, assessments, insurance premiums and other charges is not agrantor shall pay the deficit to the beneficiary upon as they seeme due, the within ten days after such demand, the beneficiary demand, at d in our paid within ten days after such demand, the beneficiary obligation secured hereby.

obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the benefician? may at its option carry out the same, and all its expenditures there-for shall traw interest at the rate specified in the note, shall be represented by the grant or on demand and shall be secure the right in its discretion to complete the grant of our demand and premises and also to make such repairs to said this connection, the beneficiary shall have the right in its discretion to complete say 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 havs, ordinances, regulations, conditions and restrictions affecting said property; to pay all costs, the other conditions and restrictions affecting solid property; to pay all costs, the other costs and expenses of thus truste including the coursed in connection with or in enfortm and degreense in trustee in and all to trustee; and all to pay all cost to aprent or the rights or proceeding provide the advice of the second to aprent or the rights or proceeding with each ere of the restrict of the proceeding as out expenses including the course of an advice of the second to aprent or the rights or proceeding proceeding proceeding to reasonable sum to be fixed on the other of title and attorney force and the which he heneficiary or trustee may appear and and sum shall be secured by this trust deed.

The hemiticiary will furnish to the granter on written request therefor an annual statement of account but shall not be obligated or required to furnish any 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 endnett domain or condemnation, the beneficiary shall have the light to commence, prosecute in its own are or settlement in or delencion with a settlement in concerning the settlement in our of the money's tion of proceedings, or to make any compromise or settlement in or delencion with any of proceedings, or to make any compromise or settlement in or delencion with a settlement in our of the money's fees recessarily paid or index of pays all reasonable in a such proceedings shall be paid to the beneficiary or is applied by it first upon any reasonable settles in such price grantor agrees the settlement in our proceedings on and expenses and the set of applied by it first upon any reasonable dereby; and hastruments as shall is necessarily in obtaining such compression, promptly upon the beneficiary are used. 2. At any time and from time to the

It is own expense, to take such actions and execute such instruments as anality necessary in obtaining such compensation, promptly upon the beneficiary is necessary in obtaining such compensation, promptly upon the beneficiary is the sense of the sense of the index of the sense transe and the sense of the sense transe and the sense of the sense of the sense transe and the sense o

i. The subtring upon and taking possession of said property, the collection of such reals, is use and profile or the prosot & of fire and other insurance pol-icies or momentation or award's for any taking or damage of the property, and the application of release thereof, as aloresaid, shull not cure or waits any do-fault or notice of default hereunder or invalidate any act done pursuant to such motice.

6. The granics shall multip beneficiar, in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied if with such personal information concerning the purchaser as would ordinarily be required of a new loan upplicat and shall pay bracticary a service charge.

a server energy.
6. Time is of the essence of this instrument and upon default by the granhor in payment of any indebtedness sectral herby or in performance of any mediately due and payable by delivery to that true y a of written notice of default and and election to sell the true property, which not be true shall cause to be duy filed for record. Upon delivery of said outles of default and election to sell the true self outle of default and election to sell the true property, which not be true shall cause to be duy filed for record. Upon delivery of said outles of default and election to sell the true self outle the true self cause and documents evidencing expenditures so met hereby, when upon the true said file and documents evidencing each of sar and give notice thereof as then required by law.

required by law. T. After default and any time prior to ill e days before this date set by the Trustee' for the Trustee's sale the print or other person so pervicered may pay the entire annound it is due under this trust deed and the obligations secure thereby the obligations and "nutree a and attoiney" fees and seconding 200 Level, the obligation and "nutree a single attoiney" fees and seconding 200 Level, the obligation and "nutree a single attoiney" fees and second and the obligation and "nutree a single attoiney" fees and second and the obligation and "nutree a single attoiney" fees and second and the obligation and "nutree a single default. There the lapse of sich courted ind, eccy, cure the default. I. After the lapse of sich time as an sight: be required by law following the recordation of said poties of default and giving of said notice of sale, the burness that set bable account the sight of sich of default and any de-tarmise, at public account of the lapset by like following in a side of all or tay portion of is all property at the time sine and pix sither the said side all or say portion of is all property public sans uncer: at a such time and pixes of all or say portion of is all property by public sans uncer: at is such time and pixes of sale from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the proceeding postponement. The truster scale deliver to the purchaser his deed in form as required by law, converging the pro-perty so sold, but without any covenant or warranty, express or implied. The truthulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

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 call of 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 grantor of the truste deed or the surplus if any, to the grantor of the trust deed or bits successor in interest entitled to such surplus.

ucen or to mis successor in interest entities 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 herounder. Upon such appointment and without con-veynace to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed herounder. Kach 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 clerk or recorder of the county or countles in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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

IN WITNESS WHEREOF, said granter h	as hereunto set his hand/ar	nd seal the day and year first above written.
	Devid A.	Peterson (SEAL)
STATE OF DREGON	Sharon B.	Peterson
County of Klamath 135	April	
THIS IS TO CERTIFY that on this 1510 day	ol	, 19, betore me, the undersigned, d
David A. Peterson a	Id S.Idron B. Feterson	
to me nerves ally known to be the identical individual.	nonced in and who executed t	he foregoing instrument and acknowledged to me that
they arguind the same freely and voluntarily for	r the uses and purposes therein e	xpressed.
IN TESTIMONY WHEREOF, I have bemunto set m	y hend and affixed my notarial s	eal the day and year last above written.
IS TESTINER ( WELLIGOL, I MATT DOTATION	$O_{\alpha}$	the key
	Aaren	neg vale
<b>*</b>	Notary Public for	Oregoe
SEAL	tvà commission e	xpires: 6 - 16 - 88
and the second statement of the second statement of the second statement of the second statement of the second		
		STATE OF OREGON
Loan No. 39-01234		
		County ofKlamath
TRUST DEED		
		I certify that the within instrument
		was received for record on the 1st
PERMIT AND AND A CONTRACT AND A DESCRIPTION OF A		day of April 19 00
David A. Peterson	(DON'T USE THIS	at 4:32 o'clock P M., and recorded
Sharon B. Peterson	SPACE: RESERVED FOR RECORDING	in book M86 on page 5388
Gr.ator	LABEL IN COUN-	Record of Mortgages of said County.
CT CT	TIES WHERE	
KLAMATH FIRST FEDERAL SAVINGS	USED.)	Witness my hand and seal of County
AND LOAN ASSOCIATION		affi <b>xed.</b>
3 enelir .cry		Evelyn Biehn, County Clerk
tier Petatding Ferum To		County Clerk
REALANTHE FIRST FEDERAL SAVINGS	1	Da l'Ar
AND LOAN ASSOCIATION	Fee: \$9.00	By THIN Amith
P. O. BOX 5270, KFO 97601	reu. 97.00	Deputy

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, \_\_\_\_, Trustoe

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or have been fully paid and satisfied. You is reby are directed on payment to you of any sums owing to you under the terms of said trust deed or parsuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you have with together with said trust deed) and to recorvey, without war may, to the parties designated by the terms of said trust deed the estate now held by you under the 

by.

Klamath First Federal Savings & Loan Association, Beneficiary

. 19.

2392