and payable. While the grantor is to pay any and all taxes, assessments and other tharges levied or assessed against said property for any part thereof, is viore policies upon said property interest and also to pip muture on all insurance indices upon said property autor payments are in promums on all insurance any and all taxes, assessments and other charges the beneficiary to be and any and all taxes, assessments or other charges, and to pay the insurance of the indices and other shares, and to be all the said of the product of such taxes, assessments or other charges, and to pay the principal of the loan or to withdraw the sums which one add sums to the sum or event to hold the beneficiar that be that be the function in such neuron for any loss of the province is and to apply in such neurophy in the based of the sums which are any increase and in any such neuron for any loss of the province is and to apply in such neurophy in the based of the sums and the weet of nor in such neurophy is upon the and the sums for ingraned and in the unarree policy, and the beneficiar that any for any loss of the any and is and to apply any full or upon sale or other acquisition as for ingrants and to apply any full or upon sale or other acquisition of the property by the basediction in

obtained. In order to provide regularly for the pron pt payment of said taxes, assess-ments or other Charges and insurance premiuus, the grantor agrees to pay to the beneficiary charges and insurance premiuus, the grantor agrees to pay to hereby, an amourt payable under the tames of the note or objective other charges due and payable with respect (1231) of the taxes obligation accured ing twelve months in disconter-thirty-situation of the insulin each succeeds this function in the chirty-situation of the insuline each succeed this trust deed result to one chirty-situation and directed by the beneficiary tuch sums to be credited to the principal therein and directed by the beneficiary in a time as a succeed and in the court of the loss until result beneficiary the need to be the succeed and the succeed in the beneficiary the need to the beneficiary, within a spatial beneficiary in the taxes and the bird the start as a succeed and payable with respect of the beneficiary in the beneficiary in the succeed and payable with the succeed and the beneficiary in the succeed and payable with the succeed and the beneficiary in the succeed and payable with the succeed and the beneficiary in the succeed and payable with the succeed and the beneficiary in the succeed and the beneficiary in the succeed and the succeed and the beneficiary in the succeed and the succeed and the beneficiary in the succeed and the suc

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executors and administrators shall warratik and defend his and this nerve, arainst the claims of all persons whomacover. The granter covenants and agrees to pay said note according to the terms and property, to keep and property free from all encumbrances having pre-cedence over the keep and property free from all encumbrances having pre-or hereafter constructed on said premises within six months for coastruction prompty and in Good workmanike manner, connenced; to replar and restore and property while construction is hereafter connenced; to replar and restore costs incurred therein as the data of the said property at all beneficiary within other and agrees and pay when due, all times during construction as the replace and pay when due, all beneficiary withing the data of the pay and pay when due, all fact; not to remove or destroy ary building on the factor constructed on said premises; to keep all building notice from beneficiarias to work fact; not to remove or destroy ary building notice from beneficiarias to work on the said property while the said property and improvements now any of such fact; not to remove or destroy ary building from time discussion or source in a sum not less than and as the beneficiary from time daganations in a sum not less than and as the beneficiary from time daganations in facture does and promises; to keep all building from time daganations in a sum not less than and as the beneficiary and the note to boligation approved loss payshel clausing place of using area correct form the beneficiary attacked and with dimedian policy of insurance in correct form the beneficiary attached and with dimediant policy of insurance is destroyed building the beneficiary may in its more distance obtain the non-cancellable by the struct and so the dent of using and with dimediant policy of insurance for the beneficiary may in its more obtained. In order to provide regularly for the payment of said taxes as and about the policy of the beneficit of using the fault term of the policy thus

This trust deed shall further secure the payment of such additional money, fr any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above the property, as may be evidenced by more than on note, the beneficiary may credit payments deed is evidenced by a any of add notes or part of any payment on one note and part on another as the beneficiary may elect. as the beneficiary may elect. The grandor 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 grandor will and his heirs, against the claims of all persons whomse ever.

5.48. S. As additional security, grantor hereby assigns to beneficiary during the perty affected by this deed and of any personal property located thereon. Using grantor shall default in the payment of any personal property located thereon. Using the performance of any agreement hereunder, grantor shall adverte bereby for all let all superior the state of the state of the state of the state of the state become due and payable. Upon any default by the grantor keeping to be the performance of any agreement hereunder, grantor shall have the right so col-licitary may addite. Upon any default by the grantor keeping of the state security for the Budchtedness hered, secure and and state possession and property, or any part thereof, secured, easter upon and take possession the same, leave and profits, including these past due and or observes college the same, leave and profits, locing the specifies and collection, including reason as the beneficiary may determine.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without ing of any may or plat of said property (b) with in granting any casement or creating and crustent to the make, ic?) in any sub-admatin or other adversement affecting the ideal of the trust without some or plat of said property (b) with in granting any casement or creating and restriction therean, (c) without sometants, all or any part of the property. The granter is any trovance may be described as the proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$5500.

2. At any time and from time to time upon written request of the beneficiary, paym

It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecule its own name, appear in or defined any asy such taking and, if is o elects to require that all or any portion of the money payable as a such or equire that all or any portion of the money or incurred by the grantor in auch proceedings, shall be paid to the beneficiary being the such as the such actions and exposes and attorney and the proceedings, and the such proceedings, and the p

It is mutually agreed that:

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.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, fees and the spenses of this trust, including the cost of the other deems and expenses of this trust. Including the cost of the other standy is a specific the other standard and trustee's and attorney in connection with of its and defend any action or proceeding purporting to affect the security of the security is and defend any action or proceeding purporting to affect the security attorney is the security of the security is and the security is and the security is and the security is a specific trust and the security is and the security is a specific trust and tr

obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the heneficiary at its option carry out the same, and all its expenditures there for shall draw interest at the reperited in the note, shall be repayable by the grantor on demand and shall appendited by the line of this trust deed in 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.

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for tarces, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such object demand, and if not paid within ten days after such demand, the beneficiary argon obligation accured hereby.

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together with all and singular the appurtenances, tenements, 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, ventihereatter beginging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-towall carpeting and lingtown, chades and built-in appliances now or bareafter installed in or used in connection

which said described real property is not currently used for agricultural, timber or grazing purposes,

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

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Beginning at the Northeast corner of said Lot 15 and running thence West 31 fast along the North line of said lot; running thence South Persilel to the East line of said lot, 18 feet; running thence East said lot; running thence North line of said lot, 31 feet to the East line of the along of best mine

Beginning at the Northeast corner of said Lot 16 and running thence

Let 16 in Block 200 MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, entopting that percel deeded to Irms Shearer in Deed recorded in Volume 197 at page 471, Daed Records of Klamath County, Oregon, described as

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath... County, Oregon, described as:

as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

'85 JUN 6 AM 11 14 Di JED: 62267 TRUST DEED THIS TRUST DEED, made this . 30th day of

4. The entering upon and taking possession of said property, the collection of said rents, issues and profits or the proceeds of fire and other insurance pol-icles or compensation or awards for any taking or damage of the property, and the application or release thereof, as increased, shall not are or waito any de-fault or police of default hereunder or invalidate any set done pursuant w such police.

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6. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furrish baneficiary on a form supplied it with such personal information concerning the purchaser as would confinantly be required of a new loan applicant and shall pay beneficiary a service charge.

6. There is of the essence of this instrument and upon default by the granhor in perment of any indebtedness secured hereby or in performance of any agreement hereinder, the beneficiary may declare all suns secured hereby find the trust property, which notice of written notice of default and election to sell the trust property, which notice trustee shall cause to be duy filed for record. Upon delivery of said notice of default and election to sell, the beneficiary any deposit with the trustee this trust deed and all promissory notes and documents avidencing expenditures secured hereby, whereupon the routes of all in the trustees shall fix the time and place of sale and give rotice thereof as then 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 environg the terms of the obligations. tion and trustee's and attorney's fees not exceeding the amount provided by law) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of add notice of default and giving of sid notice of sale, the transfer 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 lawidi money of the United States, payable at the time of, sale. Trustee may lostopone sale of all or say portion of said property at public auconement at such time and place of sale and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The deliver to the purchaser his deed in form as required by law, conve prety so sold, but without any corenant or warranty, supross or rectails in the deed of any matters or facts shall be conductive truthinines thereof. Any person, accluding the trustee but includin and the beneficiary, may purchase at the sale.

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9. When the Trustee sells pursuant to the powers provided herein, 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 trust deed. (3) To all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interest appear in order of their priority. (4) The surplus, if any, to the grantor of the t deed or to his successor in interest entitled to such surplus. the the the

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 insuice appointed hereinder. Upon such appointment and without con-surgame 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 erecuted 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.

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 trust : a shall be a party unless such action or proceeding is brought by the trustee.

12. This doed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shell 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 mas-culine gender includes the feminine and/or neuter, and the singular nurabra in-cludes the plural.

any portion of said property by public announcement at sich sale and from time to time thereafter may postpone the	splo by public an- cludes the plural.	des the feminine and/or neuter, and the singular nymes: 10-
IN WITNESS WHEREOF, said granter	has hereunto sət his hand an	d seal the day and year first above written.
	/ Caro	me Hullipao SEALS
	Aaron	G. Phillips
and the second	(Sec	Stullen (SEAL)
STATE OF OREGON	Betty	L. Phillips
County of African ?	hung	, 19.86, before me, the undersigned, a
	rot gane	
Notary Public in and for said county and state, pe	arsonally appeared the within name	a
executed the same freely and voluntarily i	or the uses and purposes therein ex	e foregoing instrument and acknowledged to me that pressed.
IN TESTIMONY WHEREOF, I have hereunto sot my hand and affixed my notarial seal the day and year last above written.		
	India	th L. anderson
	Notary Fublic for	Oregon
(SEAL)	My commission ex	pires: 5-27-90
	1	
		STATE OF OREGON)
Loan No		Klamath \rangle ss.
		County of
TRUST DEED		
and the second		I certify that the within instrument
		was received for record on the <u>6th</u> day of <u>June</u> , <u>19 86</u> .
Aaron G. Phillips		day of <u>June</u> , 19 <u>86</u> , at 11:14 o'clock <u>A</u> M., and recorded
The second seco second second sec	SPACE: RESERVED	in book M86 on page 9838
Betty L. Phillips Gromor	FOR RECORDING	Record of Mortgages of said County.
TO	TIES WHERE	necora er mengaget er talt etalligt
KLAMATH FIRST FEDERAL SAVINGS	USED.)	Witness my hand and seal of County
AND LOAN ASSOCIATION		affixed.
Beneficiary		Evelyn Biehn, County Clerk
After Recording Return To:		/ County Clerk
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	Fee: \$9.00	In the
P. O. Box 5270		By Im Smille
P = U = BOX 327U	1	Dopaty

REQUEST FOR FULL RECONVEYANCE

To by mod only when obligations have been paid.

TO: William Sisemore, _, Trustee

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DATED

Klamath Falls, Oregon 97601

The undersigned is the legal owner and holder of all indebtedness accured 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 socured 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 somo.

... 19.

by.

Klamath First Federal Savings & Loan Association, Beneficiary

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