Voi 1781 Page 12382

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

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

The grantor irrevocably grants, pargains, sells and conveys to the trustee, in trust, with power of sale, the property in A parcel of land being that portion of the SWINEISEI of Section 10, Township 40 South, A parcet of land being that portion of the Swintible of Section 10, lownship 40 Sou Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, Indian Wasterly of a private drain dirch. Said parcel being more particularly descriptions. kange y tast of the willamette meridian, in the county of Klamath, State of Oregon, lying Westerly of a private drain ditch, said parcel being more particularly described

as rollows:

Beginning at the Southwest corner SW!NE!SE! of said Section 10; thence North 89°45'43" Beginning at the Southwest corner Swintist; or said Section 10; thence North 89 45 45 East along the South line of said Swintist; 324.72 feet to the centerline of a private drain ditch; thence following said private drain ditch the following courses: North 03°3/135" Worth 03°3/135" Worth 16°31121" drain ditch; thence following said private drain ditch the following courses: North 22°15'16" East, 106.86 feet, North 03°34'35" West, 80.15 feet; North 16°11'21" North 38°16'47" West, 113.67 feet to a point where said ditch intersects the North line

258.24 feet; North 21°54'54" West, 93.78 feet; North 35°32'16" West, //.42 feet; North of the Swineiset of said Section 10; thence South 89°46'31" West along said North line to the Northwest corner thereof; thence South 00°12'10" West, 666.96 feet

Grantor's performance under this trust deed and the note it secures may not be assigned by another party. In the appart of an attempted academy or assigned 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, which said described real property is not currently used for agricultural, timber or grazing purposes,

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now or lating, air-conditioning, refrigerating, watering and properties apparatus, equipment and fixtures, together with all awaings, venetion blinds, floor with the above described premises, including all interest therein which the granter has or may hereafter installed in or used in connection. covering in place such as well-to-well corpeting and lineleum, shades and built-in appliances now or hereafter installed in or used in connection performance of each agreement of the granter herein contained and the payment of the sum of Five Thousand and the payment of the sum of Five Thousand and No 100 curing the granter herein according to the learns of a promissory note of even date herein and No 100 curing the stream according to the learns of a promissory note of even date herein and No 100 curing the stream according to the learns of a promissory note of even date herein payable to the commencing

This trust deed shall further secure the payment of such additional money, as may be loaned hereafter by the beneficiary to the grantor or others note on notes. If the play above described property, as may be evidenced by a secured by the strust deed is evidenced by a such as the beneficiary may credit payments freched by it upon as the beneficiary may credit payments freched by it upon as the beneficiary may recent on one note and part on another.

The trantor hereby corecants to and with the trustee and the beneficiary free and clear of all encumbrances and property conveyed by this trust deed are executors and administrators shall surface and defend his said dittle thereto.

executors and administrators shall warrant and clear the grantor will and his heirs.

Against the claims of all persons whomsoever.

The grantor coverants and agrees to pay said note according to the terms thereof and, when due, all taxes, agrees to pay said note according to the terms cannot be considered and, when due, all taxes, agrees to pay said note according to the terms cannot be considered and, when due, all taxes, agrees to pay said note according to the terms cannot be considered and, when due, all taxes, agrees to pay said note according to the terms cannot be considered and the construction of the construc

obtained.

In order to provide regularly for the prompt payment of said taxes, assessments are of the charges and insurance premiums, the grantor agrees to pay to the hencificary, together with and in addition, the grantor agrees to pay to the hencificary together with and in addition to the monthly payment of said taxes, assessments and the charges dum equal to one wheelth (1700 or the taxes, collection of the taxes, collection of the taxes, assessments and also one-thirty-siath (1736th) of the insurance and this traded trains in effectively within each succeeding three years while account of the collection of the collection, as estimated and directed by the beneficiary the hencificary in the control of the collection of the collection, and the collection of the collection, without interest, to pay any and all taxes, assessments and other while the grantor is to pay any and all taxes, assessments and other

premiums taxes, assessments or other energes when they shall become one and payable.

Milic the grantor is to pay any and all taxes, assessments and other charges levited or assessed in the same payable.

The same payable of assessed in the same payable of the same payable of assessed in the same payable of the payable of the payable of the same payable of the payable of th

default, any balance remaining in the reserve account shall be credited to the nother charges. If the reserve account for taxes, ascount shall be credited to the act of the control of th

obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the heneficiary may at its option carry out the same, and all its expenditures there are a for shall be accured by the lien of this treat the property of the grantor on demand and shall be accured by the lien of this treat deed by any improvements made on said premises and aid to its trust deed in property as in its sole discretion it may deem accusary or advisable.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, fee and expenses of this trust fictions affecting and expenses of this trust fictions affecting and property; to pay all costs, in each of the cost of this trust field of the cost of the cost of the cost of this trust field of the cost of the

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 furnish to the statements of account.

It is mutually agreed that:

In the event that any portion or all of said property shall be taken the right to commence, prosecute in or condemnation, the beneficiary shall have tion or proceedings or prosecute in its own name, appear in or defend any shall have as a compensation elects, to compromise or settlement in connection with a said that all of the amount of the money of the amount of the said and the settlement in connection with a superior of the said of the money of the said and expected by the gratter in such expenses and attorney's free accessify paid or incurred by the or superior and applied upon the superior of the said that the said from time the lime uses written as a shall said the said from time the lime uses written as a state of the said time the lime uses written as a state of the said that the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said that the said from time the lime uses written as a state of the said that the said from time the lime uses written as a state of the said from time the lime uses written as a state of the said that the said from time the lime uses written as a state of the said that the said that

Fequet.

At any time and from time to time upon written request of the beneficiary parameter at the recognition of the deed and the note for endowsment or case of the recognition. Darment of at feet and affecting the liability of any propose for the parameter of the individuals of the recognition, without again page or plat of said property, thy an in parting any exercise or entire as consent to the make again many substitution or other astrongers and many substitution or other astrongers affecting and restriction that the matter astrongers are the feet of the deed contained the transfer and the property. The granteer in any two customs and is described as the other benefit and the contained thereton and the contained th West,

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

J. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts all crist, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the profits of the profits and profits and profits and profits assected thereon. Until following the profits and profits are profits assected the profits of the profits of the profits of the profits of the profits and profits are profits of the profit

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 aloresaid, shall not cure or waire any default or notice of default hereunder or invalidate any act done pursuant to such 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 tract for 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.

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 beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default mediately due and payable by delivery to which notice trustee shall cause to be and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees shall fix the time and place of sale and give notice theroof 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. 7. After default and any time pairs to five days before the date set by the Truster's suite, the grantur or either persons or printinged may pay the entire amount their day under this trust deed and the eithigations secured therefor unclading courts and expenses actually incurred in reducing the terms of the elebation and truster's and attorney's feets rad exceeding the amount prouded 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 recordation of said notice of default and giving of said notice of said, the trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as he may determine, at public surtion to the highest bidder for cash, in lawful monry of the United States, psyable at the time of, saie. Trustee may postpone case of all or any portion of said property by public announcement at such time and place of saie and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his feed in form as required by law, coverying the property so sold, but without any covenant or warranty, express or implied rectisis in the deed of any matters or facts shall be condustrie proof of the rectisis in the deed of any matters or facts shall be condustrie proof of the ruthfulness thereof. Any person, excluding the trustee but lacinding the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sails example the sale.

g. When the Trustee seils pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To trustee shall apply the proceeds of the compensation of the trustee, and a 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 reasonable charge by the attorney. (2) To the obligation secured by the remainder of the trust deed as their interests appear in the interests of the trustee in the trust deed as their interests appear in the interests of the trustee in the trust deed as their interests appear in the districts 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 reated with all title, power and duties conferred upon any trustee herein made by written hartrument executs such appointment and substitution shall be read with a further than the substitution shall be read and the place of by the beneficiary, contribing reference to this trust deed and its place of record, which, when recorded in the office of the county circ recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustice.

11. 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 devisces, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and saw, including pleduce, of the note accurred hereby, whether or not named as a beneficiary leduce, of the note accurred hereby, whether or not named as a beneficiary culture greaters. In construing this deed and whenever the context or requires, the major culture greater includes the feminine and/or neuter, and the singular number includes the plural.

nd your first above written

| IN WITNESS WHEREOF, said grantor has | hereunto set his hand and | seal the day and year tirst above wither. | |
|---|--|--|--|
| IN WINCOS WILLIAMS I | r Ralph | & Buckingha (SEAL) | |
| STATE OF OREGON ; | X Mirry Susai | Buckingham (SEAL) | |
| County of Ame ss THIS IS TO CERTIFY that on this day of Notary Public in and for said county and state, parson making from the county and state. | Oules | 19.87, beigre me, the undersigned, a | |
| THIS IS TO CERTIFY that on this day of | nally appeared the within named | Relph & and Mary | |
| Notary Public in and for said county and saids, poster | | to the state and acknowledged to me that | |
| to me personally, known to be the identical individual S. | named in and who executed the | toragoing institution. One desired | |
| to me personally, known to be the identical individual. In TEXTURE MY WHEREOF, I have become set my | hand and affixed my notatial sea | the day and year last above written. | |
| IN TESTINONY WHEREOF, I have hereunto set my | 1.100 | Thomas | |
| OTARY | Notary Public for C | Oregon / - /o- | |
| (SEAL) SUBLIC | Notary Public for C My commission exp | pires: 7/22/89 | |
| (SEAL) | | | |
| 0, 0,000 | | STATE OF ORFGON) ss. | |
| Loan No | County of Klamath | | |
| TRUST DEED | | | |
| IRCOI BEE | | I certify that the within instrument was received for record on the 14th | |
| | | day of July 19 19 | |
| Ralph E. Buckingham | (DON'T USE THIS | at 10:26 o'clock A.M., and recorded | |
| Mary Susan Buckingham | SPACE: RESERVED FOR RECORDING | in book M87 on page 12382 Record of Mortgages of said County. | |
| Grantor | DEED') FIRE MHEEE FIREL IN COMM- | • | |
| KLAMATH FIRST FEDERAL SAVINGS | Q\$25.J | Witness my hand and seal of County affixed. | |
| AND LOAN ASSOCIATION Beneficiary | | Evelyn Biehn, County Clerk | |
| After Recording Return To: | | County Clerk | |
| WIAMATH FIRST FEDERAL SAVINGS | | Am Amille | |
| AND LOAN ASSOCIATION | Fee: \$9.0 | O By Am Sm Ith | |
| 2943 So. 6th St., KFO 97603 | | | |
| | | | |

REQUEST FOR FULL RECONVEYANCE

To be used only when obliquitons have been paid.

| ro: | William | Sisemore, | | Trustee |
|-----|---------|-----------|--|---------|
|-----|---------|-----------|--|---------|

DATED:

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 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed the estate now held by you under the trust deed) and to reconvey, without warrantly, to the parties designated by the terms of said trust deed the estate now held by you under the

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| Klamath First Federal Savings & Loan Association, Bene | liciary |
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