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Vol_<u>M88</u>-Page____2706

February 19 .88 ... between

KEY #125590

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THIS TRUST DEED, made this 19th day of Dennis Arthur Chabot and Alice M. Chabot, Husband and Wife as grantor, William Sisemore, as trustee, and

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary; WITNESSETH: TEL CAR S

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:

Lot 5 of KALINA ADDITION to the City of Malin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TAX ACCOUNT #4112-15BC-500 E : 110:00

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, tenemerits, hereditements, rents, issues, profits, water rights, easements or privileges now or together with all and singular the appurtenances, renements, nereutraments, rents, issues, profits, water rights, easemants of privileges how of hereafter belonging 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, flor

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 the indebtedness secured by this trust deed is evidenced by a 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 any of sail notes or part of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by thit, trust deed are free and clear of all encumbrances and that the grantor will and his heirs, scentors 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 whomacever. The grantor covenants and agrees to pay hald note according to the terms thereof and, when due, all taxes, assessments and other charges loved against end property; to keep said property free from all encumbraces having pre-eedence over this trust deed; to complete all buildings in course of construction or hereafter econstruction is hereafter any building or improvement on record or the date construction is hereafter any building or improvement on add property which may be damaged destroyed and pay, when due, all times during construction; to replace written notice from the flicitry of such beneficiary within filteen days under buildings and improvement on constructed on said property free pains and restore fact; not to remove or destroy any work or materials unsatisfactory at all constructed on said property in buildings and improvements on restor or othereafter excitor to allow and property and income fact; not to remove or destroy and work or materials unsatisfactory or hereafter erected upon said property in god repair and to commit or suffer in a sum not less than the company or companies acceptable to the suffer is sum not less than the softiant principal sum of the note or oblighters in a sum not deliver the original principal sum of the note or oblighters in a sum not deliver the original principal sum of the note or oblighters in a sum not less than the signal principal sum of the beneficiary at least print principal the original principal sum of the note or oblighters in a sum not less than the soft sub teneficiary intrached and with approved less payaber the original principal sum of the note or oblighters all policy of insumnee is not so tendered, the beneficiary states and informium paid, to the principal place of the beneficiary, which insurance all policy of insumnes is not so tendered, the beneficiary states all policy of insumnes is not so tendered, the beneficiary states

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the the grantor agrees to pay to the beneficiary, together with and in addition the note or obligation secured hereby, an amount equal to ana-twelth (1/18th) of the taxes, assessments and hereby an amount equal to ana-twelth (1/18th) of the taxes, assessments and hereby and and and asso methinty-sixth (1/28th) of the insurance premiums ing twelve months, and also one-thirty-sixth (1/28th) of the insurance premiums ing twelve months, and also one-thirty-sixth (1/28th) of the insurance premiums ing twelve months, and also one-thirty-sixth (1/28th) of the insurance premiums ing twelve months, and also one-thirty-sixth (1/28th) of the insurance premiums ing twelve to said property within each succeeding three years while the struct deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan un ill required for the isori, or, at the option of the beneficiary, the sums so paid shull be held by the beneficiary in trust as a reserve account, without interest, to pay said premium, taxes, assessments or other charges when they shull become due and payable. While the grantor is to may any and all taxes, assessments and other

and payable. While the grantor is to pay any and all taxes, assessments and other charges levted or assessed against said property, or any part thereof, before the same begin to property, such payments are to be made the substrance the same begin to property, such payments are to be made the substrance policies upon an exaid. The grantor hereby authorizes the or imposed against any and all taxes, assessments and other charges levted or thereof furnished said property in the amounts as shown by the statements, and to pay the by the collector of such taxes, assessments or other charges and to pay the by the collector of such taxes, assessments or other charges and to pay the by the collector of such taxes, assessments or other charges and to pay the principal of the loss or to vithdraw the sums which mity bis required from principal of the loss or to vithdraw the sums which mity bis required from principal the beneficiary nergonable for failure to have any insur-ing written or for any loss or damage growing is asses company and its apply any loss, to compromise and settle with any loss source day this trust deed. In omputing the amount of the behaves for payment and satisfaction in the induction of the requisition of the property by the beneficiary after in this or upon sale or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, necessments, 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, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and is not sufficient of such deficit to the principal of the obligation secured hereby.

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Should the grantor fail to keep any of the foregoing covenents, then the beneficiary may at its option carry out the same, and all its expenditured there for shall draw interest at the rate specified in the note, shall be repayable by the grantor on deman and shall be secured by the its discretion to complete this connection, the beneficiary shall have the right to make such repairs to said any improvements made on said premises and allot 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 huws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; in oppear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trustee; and top ag all ity hereof or the rights or powers of the beneficiary or trustee; and top ag all in ensomble jum, to be fixed by the court, in any such action or proceeding in reasonable jum, to be fixed by the court, in any such action or proceeding in ficiary to foreclose this deed, and all said sums shall he secured by this trust deed.

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.

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 the right to cominence, prosecute in its own name, appear in or detend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's any and the solution of the money's end of the amount re-phy and is a some solution of the money's fees necessarily paid or incurred by the grantor is such proceedings, shall be paid to the beneficiary's fees necessarily paid or incurred by the beneficiary in anch proceedings, and the bolance applied upon the indebtedness secure dhereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall to 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, payment of its fees and 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 affecting the liability of any person for the payment of the indebedness, the Intrustee may (a) consent to the mating any subordination or other agreement affecting the isdeed or the lien or charge hereof. (d) reconvey without variantly, all or any part of the property. The grantee in any meters one hereof, if of reconvey without variantly, all or any part of the property. The grantee in any meters are been any be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$500.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-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 the performance of any agreement hereunder, grantor shall have the right to col-the performance of any agreement hereunder, grantor shall have the right to col-become due and payable. Upon any default by the grantor, brancet or any there and payable. Upon any default by the grantor, by agent or by a ro-generity for the indebtedness hereby secured, enter upon and take possession of sail property, or any part thered, in its own name sue for or otherwise collect sail property, or any part, thered, in its own name sue for or otherwise collect and property, or any part, thered, in its own name sue for or otherwise collect and property, end and profits, including these past due and unpaid, and apply the same, less oots and expenses of operation and collection, including residen-the able attorney's fees, upon any indebtedness secured hereby, and in such operator as the beneficiary may determine.

4. The entering upon and taking possession of and property, the older of a terms of a term of a terms of a terms of a terms of a terms of the terms of terms of the terms of terms of the terms of te

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5. The grantor shall notify beneficiary in writing of any inle or con-tract for sale of the above described property and furnish beasiliciary on a form supplied it with such personal information concerning the jurchaser as would ordinarily be required of a new ioan applicant and shall pay beneficiary a vertice 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 greement hereunder, the beneficiary may declare all sums secured hereby in andiately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notics trustee shall cause to be duly filed for record. Upon delivery of and notice of default and electicary that deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whiereupon the trustees shall fix the time and place of sale and give notice 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 safe, the grantur or other person so privileged may pay the entire amount then due under this trust devia and the of lightims secured thereby (including costs and expenses actually incurred in enforcing the tymes (the obligation and expenses) and another provided by law) other than i each particular of the prizing 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 raid notice of default and giving of said notice of sale, the trates shall sell and property at the time and place fixed by him in said notice of sale, either as a vhole or in separate parcels, and in such order is he may de-termine, at public suction to the highest bidder for cash, in lawful money of the U alted States, payable at the time of sale. Tratee may postpone inle of all any portion of said property by public announcement at such time and place of saile and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding peripenament. The deliver to the purchaser his deed is form as required by law, conve-perty so rold, but without any cortenant or warranty, express or recitais in the deed of any matters or facts shall be conclusive truthfulness thereof. Any person, excluding the trustee but includin and the beneficiary, may purchase at the sale. linda cotarri

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9. Then the Trustee sells pursuant to the past. 9. Then the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's cale 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 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 trust deed or to his successor in interest entitled to such surplus.

accu or to ms 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 con-verance to the successor trustee, the latter shall be veated 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 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.

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 trustes 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 doed applies to; mures to the benefit of, and binds all parties hereto, their heirs; legatest deviaces, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including heretoe, their heirs; legatest devines, then and owner, including heretoe, their heirs; legatest devines, and whenever the context so requires, the ma-culine gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. $\tilde{\mathbf{N}}$ N 1 . 1

	Alice M. Chabot (SEAL)	
ity of <u>Klamath</u> {ss	소설물을 위한 것은 문화가 되었다. 이 이상 가장 (1997년) 제1998년 1월 - 이상은 문화가 문화하는 사람이 다양 (1997년) 1월 - 1월 -	19년 4년 1월 1일의 2017년 1월
THIS IS TO CERTIFY that on this 19th do	y of Febru	
ry Public in and for said county and state, p Dennis Arthur Chabot and A	ersoncily appeared the within n lice M. Chabot, Husba	and and Wife
in parsonally, known to be the identical individuo	il normed in and who execute	d the foregoing instrument and acknowledged to me that
Y exocuted the same freely and voluntarily	for the uses and purposes therei	n expressed.
MILEREOF, I have hereunto set	my hind and affixed my notary	al seal the day and year last above written.
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	Notcry Public My commissio	
	Bry Hay I guess population for a	115110
ocm No. <u>39-01336</u>		STATE OF OREGON
רוידנער דאראא		County of Klamath SS.
TRUST DEED		I certify that the within instrument
	แล้วไม้เรียว เอเวลรัยวแสลง	State of the second
Alice M. Chabot	antipi serutera ma	day of February , 1988 ,-
o, configurations (configuration constrained to be the second second second second second second second second s	(DON'T USE THIS SPACE: RESERVED	at 10:31 o'clock AM., and recorded
Dennis Arthur Chabot	FOR RECORDING	n page 2706. Record of Mortgages of said County.
ΤΟ	TIES WHERE	물건물 물건물을 물건을 가지 않는 것을 가지 않는 것을 물건을 물건을 다 다 나는 것을 수 있다.
(LAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	USED.1	Witness my hand and seal of County affixed.
AND LOAN ASSOCIATION Beneficiary		그 건강님 구멍 딸려 올라면 . 중 영상 치지 않는 것 것 것 같 물 물
ter Recording Return To:		Evelyn Biehn, County CLerk
KLAMATH FIRST FEDERAL SAVINGS		By PAm Smith
AND LOAN ASSOCIATION		By THM Smiller Deputy
The second second	l'ee: \$10.00	Debuty
		idig bertanburg Generik og statis
영제에서 1988년 전, 문제에서 전문 전문 이상 전문 전문 전문 전문 전문 전문 <u>(1989년</u> 18년 7월 18년 4월 21일 전문		
그는 그는 것 같은 것 같	UES! FOR FULL RECONT	경험 이상 가슴 이 같다. 그렇게 이 가 주 같아요. 이 가지 않는 것이 가지 않는 것이 하는 것이 없다.
	used only when obligations hav	그는 것은 말한 방법을 가지 않는 것이 같이 있는 것이 있는 것이 없는 것이 없는 것이 없는 것이 없다.
William Sisemore,	is ents randomare in the	an allow to the second straight to second straight the
The undersigned is the legal owner and holder of	of all indebtedness secured by the	e foregoing trust deed. All sums secured by said trust deed
		d (which are delivered to you herewith together with caid ns of said trust deed the saids now held by you under the
it dead) and to reconvey, without warranty, to t 18.	de barnes clearduated by ma term	
그 한 물을 가 물을 물을 통 물을 물	Klamath	First Federal Savings & Loan Association, Beneficiary
	첫 14 영문은 아이와 같은 것 같은 것 같은 것	
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TED: BJEAT		
- 그 그는 친구에 관람을 가지 않을 것 가지 못 같은 것을 했다.	일은 물건을 다 한 일을 통하는 것을 수	물 방문을 통하는 것을 위해 가지 않는 것을 가지 않는 것을 하는 것을 수가 있다. 것을 하는 것을 하는 것을 하는 것을 하는 것을 하는 것을 하는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 하는 것을 하는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 귀에서 가지 않는 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있는 것을 수가 있다. 것을 수가 있는 것을 수가 있다. 것을 것을 것을 것을 수가 있는 것을 수가 않았다. 않는 것을 것을 것을 것 같이 않았다. 않은 것을 것 같이 않았다. 않았는 것을 것 같이 않았다. 않았는 것 같이 않았다. 않았는 것 않았다. 않았는 것 않았는 것 않았다. 그 것 않았다. 그 것 않았다. 않았다. 것 않았다. 않았다. 것 않았다. 않 않았다. 것 않았다. 않았다. 것 않았다. 않았다. 것 않았다. 않았