TRUST DEED

Vol. <u>*M88*</u> Page **7949**

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....Arthur D. Bicknell and Margaret A. Bicknell, husband and wife

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary: ्राण २७६ हे अन्नदार ३७६ 1.12.17

O h 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: A tract of land situated in the S2NE2 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point located North 0008' East acdistance of 30.0 feet and North 89055' West a distance of 1283.70 feet from the East one-fourth corner of said Section 9; said point is the Southwest corner of thatparcel of land described as Parcel I in Deed Volume M73 page 4398, Palmer to Smith; thence North 0008' East a distance of 150.0 feet; thence South 89055' East a distance of 300.0 feet; thence South 0008' West a distance of 150 feet; thence North East a distance of 300.0 feet; thence South 0°08' West a distance of 150 feet; thence Nord 89°55' West a distance of 300.0 feet to the point of beginning. The above parcel of land is all of that land described in Deed to Roy R. Smith and Audrey J. Smith, dated April 11, 1973, recorded April 13, 1973, in Book M73 page 4398, Microfilm records.

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States of behavior of some contra-Grantor's performance under this trust deed and the note it secures may not be assigned to 20.309 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, tenaments, 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, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awrings, venetian blinds, floor

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 in the above described property, as may be evidenced by a more than one note. If the indebteness secured by this trust deed is evidenced by a more than one note, the beneficiary may credit payments received by it upon any of said 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 free and clear of all encumbrances and that the grantor will and his here, free and clear of all encumbrances and that the grantor will and his here, saids the claims of all persons whomsoever.

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Accuracy and animinarators shall warrant and defend his said title thereto agains the claims of all persons whomsover. The prantor covenants and agrees to pay shill note according to the terms thereof and, when due, all taxes, assessments and other charges leveld against isid property; to keep said property free from all encumbrances having pre-ordence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on and property which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to beneficiary within filteen days after written notice from beneficiary of such fact; not to remove or destroy any building or improvements now or hereafter constructed on said property in good repair and improvements and or hereafter erected upon asid property in good repair and improvements now or hereafter erected upon asid property in good repair and improvements now or hereafter erected on asid premises; to keep all buildings and improvements and with approved this trust deed, in a company or companies acceptable to the been fictary, and to deliver the original principal sum of the note or obligation approved loss payshie clause in favor of insurance in correct form and with approved loss payshie clause in favor of the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered. The beneficiary may in its own discretion o

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance preniums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments or principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelth (1/12th) of the faces, assessments and other charges due and payable with respect to said property within each succeed ing twelve months, and also one-thirty-sixth (1/30th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the sums so paid shall be here big by the beneficiary in trust as a reserve account, without interest, to pay said y the beneficiary in trust as a reserve account, without interest, be pay and and payable.

and payable. While the grantor is to pay any and all taxes, assessments and other charges level or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all fasurance policies upon said property, such payments are to be made through the bene-liciary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges level or imposed against said property. In the amounts as shown by the statements thereof. Unrished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts above on the statements authorized from the reserve account, if any, established for that purposet. The grantor agains in no event to hold the beneficiary responsible for failure a defect in any in-surance insurance in the beneficiary is authorized in the vent of any summer excites and setties with any insurance company and all the vent of any summer policy in such as and stile with any insurance on a defect in any in-surance insurance in the obligations for payment and to apply any such insurance receipts upon the obligations for payment and satisfaction in full or upon said or to here discuss and stile with any insurance on payment and satisfaction in full or upon said or other acquisition of the property by the beneficiary after full or upon said or other acquisition of the property by the beneficiary after full or upon said or other acquisition of the property by the beneficiary after full or upon said or there acquisition of the property is and the substitution of the property and is any in-

default, any balance remaining in the reserve account shall be credited to the indebtedness: If the reserve account for taxes, assessments, 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 may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures there-for shall draw interest at the rate specified in the note, shall be repayable by the grantor on dremand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete 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.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all haws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of tille search, as well as the other costs and expenses of the trustere incurred in connection will or in enforcing, this obligation, and trustere and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trusters and to pay all costs and expenses, including cost of evidence of tilte and attorney's fees in which the beneficiary or trustee may appear and in any suit brought by the ficiary to forcelose this deed, and all said sums shall be 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: It is mutually agreed that: inder the right of eminent domain or condemnation; the beneficiary shall be taken the right to commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or actilement in connection with such taking and, if it's elects, to require that all or any portion of the money's payable as compensation for such taking, which are in eccess of the amount re-quired to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's test its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, prouply upon the beneficiary's reques

uest. 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. (or cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the makrenn, (c) ing of any map or plat of said property; (b) join in granting any easement or creating and restricti ion in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person's legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive of of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than s5.00

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalites and profits earbed prior to default as they become due and payable. Upon any default by the grantor thereunder, the beneficiary may all any time, without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security; its issues and profits, including these pastesion of and property, is and profits, including these pastes collect he rents, issues and profits, including these pastes of order as the beneficiary may determine.

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The grantor shall motify beneficiary in writing of any sale or con-tract for sale of the above described property and 'turnish' beneficiary on the form supplied it' with such personal information concerning the 'purchase' 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 mediately on the secure of the secure of the secure of the secure of the secure mediately one to sell the trust property, which notice of default and election to sell the trust of the secure of the secure of the secure of the secure dury filed for record. Upon delivery of said notice of default and election sell, the beneficiary shall deposit with the trustee this trust deed and all cause of the rottee and documents evidencing expenditures secure (hereby, thereof as then required by law.

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nouncoment at the time fixed by the preceding postponoment. The trustes shall nouncoment at the time fixed by the preceding postponoment. The trustes shall deliver to the purchaser his teed in form as required by isw, coavering the pro-perty so sold, but without any covenant fact ashall be continuing the graded trust deliver. The deed of any matters or fact shall be continuing the graded trust deneration of the sole continuing the trustee but including the graded 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 trustees and as follows: (1) To trustee shall apply the proceeds of the trustees and as follows: (1) To trust deed. (3) To all perture having recorded liens subsequent to the interest of the trustee in the trust deed as their interests appear in the trust deed. (3) To all perture the trust deed as their interest appear in the inderest of the trustee in the trust deed as their interest appear in the trust deed. (3) The supplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

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 to successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without con-veyance to the surgest the state the latter shall be vested with all title, powers and duties or trustee, the latter shall be vested with all title, powers and duties of any trustee herein named or appointed hereunder. Each such appointed is dustitution shall be made by written instrument executed such appointediary, 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 record, which, when recorded in the office of the county clerk or recorder of the proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-in 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 untify 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; 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 piedgee; of the inde secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the mas-culine gener includes the feminine and/or neuter, and the singular number in-cludes the ploral.

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ounly of Klamath	Margaret A. Bicknell May <u>19.88</u> , before me, the undersigned. a
THIS IS TO CERTIFY that on this 17.11 day (onally appeared the within named
Arthur D. Bicl	and Margaret A. Bicknell nells and Margaret A. Bicknell named in and who executed the foregoing instrument and acknowledged to me that,
	the uses and purposes therein erpressed. hand and affired my notefall seal the day and year last above written.
WHEREOF I have hereunio see my	man and and an and the second se
SEALO SEALO	Notary Public for Oregon My commission expires: //-/2-90
	STATE OF OREGON Ss. County of Klamath
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Arthur D'Bicknell mco spull poc	Tables need to see a see
Margaret: A:0)Bicknell> nsde1 - fil	FLUEL FOR RECORDING US 1000 in bookM88 on page
TO	THES WHERE USED.) Witness my hand and seal of County
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	offixed.
Beneficiory	Evelyn Biehn, County Clerk
After Recording Hetum 10:2 T KLAMATH FIRST FEDERAL (SAVINGS) C. T AND: LOAN ASSOCIATION: 1 300 0	Deed to Ros Ry sustaining wear a first first
P. O. Box 52/0	hence South 0908 West a start and second
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33 20000 Banks 10 East 91 To be t	isod caly when obligations have been paid.
TO: William Sisemore, 10:0000000 Trustee (1 10:08000	
The undersigned is the legal owner and notation of have been fully, paid and satisfied. You hereby are a pursuant to statute, to cancel all ovidences of indebte pursuant to statute, to reconvey, without, warranty, to the	f all indebtedness secured by the foregoing trust deed. All sums secured by smith that deed or linected, on payment to you of any sums owing to you under the terms of said trust deed or dness secured by said trust deed (which are delivered to you herewith together with add e. parties designated by the terms of said trust deed the estate now held by you under the
Semo.	d1=c (y) BTOREN Klamath First Federal Savings & Loan Association, Beneficiary
THIS TRUST DEED, mode the L7th, dep .Art hur, D., Bicknell, and Mar.	
DATED: 91900	18 Para Daep Vol Page
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