

....., as grantor, William Sizemore, 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:

All that portion of the SW $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

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 may become immediately due and payable.

the entire unpaid balance of said promissory note, principal and interest thereon, together with all costs and expenses incurred by the lender in connection herewith, shall be paid to the lender by the borrower, or its successors, assigns, heirs, administrators, executors, trustees, legal representatives, agents, attorneys-in-fact, or assigns, as follows:

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, ventilation, air conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of four thousand six hundred (\$ 4,650.00) Fifty and No/100***** Dollars, with interest thereon according to the terms of a promissory note of even date, herewith, payable to the beneficiary or order made by the grantor, principal and interest being payable in monthly installments of \$ 55.06 commencing July 19 88.

This trust deed shall further secure the payment of such additional money, if any, which 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 note or notes. If the indebtedness secured by this trust deed is evidenced by note or notes. If the indebtedness secured by credit payments received by it upon more than one note, the beneficiary must give one payment received by another, 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 herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-said priority; to complete all buildings in course of construction hereof or the date construction is hereafter commenced; to repair and restore same in a workmanlike manner any building or improvements now or hereafter erected upon said premises; to allow beneficiary to inspect at all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen; to repair any written notice from beneficiary of such fact; not to remove or destroy any building or improvements now or hereafter erected upon said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit or suffer no waste of said premises; to keep said premises continuously insured against loss now or hereafter erected on as the beneficiary may from time to time require, by fire or such other cause as the beneficiary may deem sufficient; to pay, in a sum not less than the original principal sum of the note of insurance company of this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of the beneficiary attached and with approved loss payable clause, in place of business of the beneficiary at least premium paid, to the effective date of any such policy of insurance, own fifteen days prior to the expiration of the term of the policy which insurance shall obtain insurance for the benefit of the beneficiary and which insurance shall be non-cancelable by the grantor during the full term of the policy thus obtained.

On order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable by the beneficiary, the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and insurance charges due and payable with respect to said property, within the succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said property within the 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 loan until required for the several purposes aforesaid and shall thereupon be charged to the principal of the loan, the option of the beneficiary; the sums so credited to be held by the beneficiary in trust as a reserve account when interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, and before any such charges begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts, as shown by the statements thereof, furnished by the collector of such taxes, assessments or other charges and for the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives. The sums which may be required from the principal of the loan or otherwise established for that purpose. The grantor agrees to reserve account, in any event, for the beneficiary responsible for failure to have any loan in no event to be for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized in the event of any loss, to compromise and settle any obligations secured by this trust deed. In such insurance receipts up to the indebtedness for payment and satisfaction in computing the amount of the indebtedness for payment and satisfaction after full 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 of the reserve account for taxes, assessments, insurance premiums and other charges, is not sufficient at any time for the payment of such charges and 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 therefor shall be a first lien in priority to all other liens on this trust deed. In the event the grantor on demand 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.

The grantor further agrees to comply with all laws, 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 and attorney's fees actually incurred; in enforcing this obligation, and trustee's or attorney's proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses of any action or proceeding brought by the beneficiary or trustee to be fixed by the court, in any such action or proceeding, reasonable sums to be fixed by the court, in any such action or proceeding, to reimburse the beneficiary or trustee may appear and in any suit brought by the beneficiary to foreclose this deed, and all said sums shall be secured by this 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 commence, prosecute in its own name, appear in or defend against the right 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 repayable as compensation for such taking, together and attorney's fees necessarily paid required to pay all reasonable costs, expenses and attorney's fees paid to the beneficiary or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it or prior upon any reasonable costs and expenses and attorney's fees incurred by said or incurred by the beneficiary in such proceedings, and the fees necessary to defend against the taking of the property, and the grantor agrees, to balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be 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 expenses of the Trustee shall be made by the Trustee out of the principal of the trust. The Trustee shall not be required to make such payment if the beneficiary is not entitled to the principal of the trust. The Trustee shall not be required to make such payment if the beneficiary is not entitled to the principal of the trust.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the property is sold, the beneficiary hereunder shall be secured hereby or in grantor shall default. In the payment of the principal of the loan secured hereby or the performance of any agreements hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they are due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, enter upon and take possession of the property secured hereby or in grantor shall default, in its own name sue for and collect all such rents, issues and profits; including those past due and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon the indebtedness secured hereby, and in such order as the beneficiary may determine.

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 form 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.

6. Time is of the essence of this instrument and upon default by the transferee in payment, the beneficiary may declare all sums secured hereby in agreement herunder to be due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice must be 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 notes and evidence evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default at 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 enforcing the terms of the obligation 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 recordation of said notice of default, and giving of said notices of sale, the trustee shall sell said property at the time and place fixed by 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 lawful money of the United States. Said notices of sale, trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

IN WITNESS WHEREOF, said grantor has hereunto

STATE OF OREGON } ss
County of Klamath }

THIS IS TO CERTIFY that on this 23rd day of August, 1991,
Notary Public in and for said county and state, personally appeared _____

Stern S. Skeen and Betty R. Skeen

they executed the same freely and voluntarily for the uses and p

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at the City of New York, this 12th day of June, 1936.

and the purchaser shall be conclusively deemed to have received and accepted the same, and the grantor shall not be bound to deliver the same to the purchaser until the time fixed by the preceding paragraph. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the premises to the purchaser, without any covenant or warranty, express or implied. The truthfulness 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 charge by 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 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 vested with all title, powers and duties conferred upon any trustee herein, and shall be deemed to have accepted such appointment and substitution shall be made by written instrument signed by the beneficiary, containing reference to this trust deed and its place of record, and filed 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 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 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 masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

at his hand and seal the day and year first/above written

Harold Skeen (SEAL)
Harold S. Skeen
Betty R. Skeen (SEAL)
Betty R. Skeen

May 19 88, before me, the undersigned, a
he within named

who executed the foregoing instrument and acknowledged to me that
posses therein expressed

my notarial seal the day and year last above written.

André L. Morgado
Notary Public for Oregon
commission expires: 8-31-91

100-443887-100

STATE OF OREGON }
County of Klamath } ss.

I certify that the within instrument
was received for record on the 1st

day of June, 1988,
at 9:17 o'clock A M, and recorded

INDEXED BOOK M88 on page 8468
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

Evelyn Biehn, County Clerk
County Clerk

By Veronica S. G. Sch
Deputy
Fee \$10.00

RECONVEYANCE

tions have been paid.

ed by the foregoing trust deed. All sums secured by said trust deed
you of any sums owing to you under the terms of said trust deed or

trust deed (which are delivered to you herewith together with said
the terms of said trust deed the estate now held by you under the

Klamath First Federal Savings & Loan Association, Beneficiary

DEED
48-140

ADP 10 0000 8100

Loan No. 39-40213

TRUST DEED

Stern S. Skeen

Betty R. Skeen Grantor

TO

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
2943 South Sixth St.
Klamath Falls, OR 97603**

STATE OF OREGON
County of Klamath } ss.
I certify that the within instrument
was received for record on the 1st
day of June, 1988
at 9:17 o'clock A.M., and recorded
in book M88 on page 8468
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

Evelyn Biehn, County Clerk
County Clerk

By Bernetha H. Smith

Fee \$10.00
Deputy

To be used only when obligations have been paid.

TO: William Sisemore, _____, Trustee of pressure suits and controls in the event of failure of the launch vehicle and the individual's

The undersigned is the legal owner and holder of all indebtedness secured 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 secured 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 same.

Klamath First Federal Savings & Loan Association, Inc., 1000 N. 1st St., Klamath Falls, Oregon 97603

THIS DEED WAS RECORDED BY _____

DATED: _____ 19____

7802701570

APR 1966

[illegible]