THIS TRUST DEED, made this 7th day of October, RONALD L. HAMILTON AND SUSAN M. HAMILTON, Husband and Wife () 19 88 ... between

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary; Administration of the Witnesser Witnesser Hard

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

Lot 1 in Block 1, First Addition to Valley View, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax: Account No. 3909-12BB-8400

Key No. 560191

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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,

tagether with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or rogemer 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, ventifications in place such a wall-towall carreting and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor lating, air-conditioning, retrigerating, watering and irrigation apparatus, equipment and tixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lindleum, 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 with the above described premises, including all interest therein which the grantor has or may hereatter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of ...FOUR...THOUSAND AND NO/100 DOLLARS beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$48.01 commencing

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 note or note. If the indebtedness 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, and the beneficiary may sleet.

The grantor hereby covenants to and with the trustee and the beneficiary berein that the said persons and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, against the claims of all persons whomsoever,

against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms and the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms the property in the grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levide against the property in the grantor cover and the grantor of the granto

In order to provide regularly for the prompt payment of said taxes, assessthe beneficiary, together with and in addition the grantor agrees to pay to
principal and interest payment of said taxes, assessthe beneficiary, together with and in addition the grantor agrees to pay to
principal and interest payment of the monthly payment of
hereby, an amount equal to one-twelfit (1/120) of the taxes, assessments and
other charges due and payable with respect to said property within each
of the taxes, assessments and
anyable with respect to said property within each
anyable with respect to said property within each
anyable with respect to said property within each
anyable with respect to said property within each succeeding three years
while trust deed remains in effect, as estimated directed by the benefits
ach sums to be credited to the principal of the loan until required for the
everal purposes thereof and shall thereupon be directed by the benefits
are the option of the benefitiary, the sums so paid shall be to pay said
and payable.

premums, taxes, assessments or other charges when they shall become one 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, before the same begin to be an interest and also to the promiums on all insurance rich as an expensive property in the assessments are not premiums on all insurance any and sail taxes, assessments and other charges such to hericitary to be and property in the amounts as shown by the statements aftered furnished by the collector of such taxes, assessments or other charges, and to pay the the fine part of the same in the amounts shown on the statements submitted by the summance carriers or the representatives, and to charge said sums to the presentation of the long of the long or to withdraw the sums which are submitted from in the summance carriers of the representatives, and to charge said sums to the presentation of the property in the grantor agrees. The presentation of the property is authorized in defect in any incompanion of the control of the property by the beneficiary 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. 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 the come due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary obligation secured hereby.

obligation accured nereoy.

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 expecialtures therefor shall draw interest at the rate specified in the note, shall be represented by the lien of this trust deed. In the granton, the heneficiary 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 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, 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 truster incurred in connection with the other grant of the truster incurred in connection with comparar in and defend any action or proceeding purporting to affect the secreticy and expenses, including costs and expenses, including costs and expenses, including cost of evidence of title and attorney's fees and pay all which the sum to be fixed by the court, in any such action or proceeding in ficiary to foreclose 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:

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 tire right to commence, prosecute in its own name, appear in or detend an account to the proceedings, or make any compromise and the same of the connection was any contract and any portion of the money of the contract of pay all reasonable ones, to require that all only portion of the money or included to pay all reasonable ones, which are the recent of the money of the contract of the contr

tess.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and 2. All 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 indebtedness, the trastee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) ashout warranty, all or any part of the property. The grantee in any reconveyance may be described as the property of the prop

3. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the process of the proc

- 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 a taking or damage of the property, and the application or release thereof, as sioneadd, shall not cure or waive any data and the application or release thereof, as sioneadd, shall not cure or waive any data of the profits of default hereunder of invalidate any act done pursuant to such notice.
- 5. The grantor shall notify beneficiary in writing of any sale or conact for ale of the above described property and furnish beneficiary on a arm supplied it with such personal information concerning the purchaser as ould ordinarily be required of a new loan applicant and shall pay beneficiary service charge.
- a service energe.

 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 in mediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause of aduly flied 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 promisors notes and documents evidencing expenditures secured hereby, whereupon 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 sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby fineluding costs and expenses actually incurred in enforcing the terms of the obligations secured atterney's fees not exceeding the amount provided by Jaw other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

 After the lange of such time as may then be required by law following

on the apparent and descript nouncement at the time fixed by the preceding postponement. The tructee shall deliver to the purchaser his feed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied, rectials in the deed of any matters or facts shall be conclause proced of the ruthfulness thereof. Any person excluding the trustee but including the graster and the beneficiary, may purchase at the sale.

- o. 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 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 treasonable charge by the attorner. (2) To the obligation secured by the reasonable charge by the attorner (2) To the obligation secured by the result of the trust deed as their interests of the trustee in the trust deed as their interests appear in the interests 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.
- queed of to his successor in interest entitled to such surplus.

 10. For any reason permitted by law, the heneficiary 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 incrin named or appointed hereunder. Each such appointment and substitution shall make 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.
- 11. Trustee accepts this trust when this deed, duly executed and acknowlettle 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.

8. After the lapse of such time as may then be required by a recordation of said notice of default and giving of said notice the said self-said se	in said notice as the may de- as he may de- money of the said of all of the said of the sai
IN WITNESS WHEREOF, said grantor has	hereunto set his hand and seal the day and year lifts above written. Out (SEAL) RONALD L. HAMILITON
STATE: OF OREGON County of Klamath ss THIS IS TO CERTIFY that on this 7th day on the county and state, person the county Public in and for said county and state, person RONALD L.	SUSAN M. HAMILTON 19.88, before me, the undersigned, a mally appeared the within named
to me personally known to be the identical individual. Since you executed other, same freely and voluntarily for NGE THOUSE WHEREOF, I have hereunto set my	named in and who executed the foregoing instrument and acknowledged to me that
Loom No. 39-01369 Code and Table 201369 Code	STATE OF OREGON ss. County of Klamath
CLOSE CONSTRUCT HAMILTON CONTROL OF TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	I certify that the within instrument was received for record on the 13th day of Oct., 1988, at 3:27. o'clock P.M., and recorded in book. M88 on page17247. FOR RECORDING! LABEL IN COUNTIES WHERE USED.) Witness my hand and seal of County affixed.
Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	Evelyn Biehn, County Clerk By Queline Muelinoloue Deputy
Klamath Falls, OR 97601	Fee \$13.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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ro: William	Sisemore;, Truslee	patran.

के कर्मीर समूच द्यामाराह कि मिन राज्यांक है दिवस है। The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed on 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 actual, to account all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said pursuant to actual, to account you warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

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