

....., 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:

WITNESSETH:

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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 S1NW1 of Section 5, Township 39 South, Range 9 E.W.M., and more particularly described as follows:  
Beginning at an iron pin located South 429.0 feet and East 945.8 feet from the iron pin which marks the Southwest corner of the NW1NW1 of Section 5; thence East 120.0 feet to an iron pin; thence South 119.0 feet to an iron pin; thence West 120.0 feet to an iron pin; thence North 119.0 feet, more or less, to the point of beginning, containing 0.264 acres, more or less.

TAX ACCOUNT NO. 3909-5BC-3800

KEY NO. 531981

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,

which said described real property is not currently used for agricultural, timber or grazing purposes, 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, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-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 the performance of each agreement of the grantor herein contained and the payment of the sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$ 7,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 184.34 commencing December 10, 19 88 until any balance remaining in the reserve account shall be credited to the beneficiary, less payments for taxes, insurance premiums

This trust deed shall further secure the payment of such additional money, if any, as may be required 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 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 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.

[illegible]

In 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 under the terms of the taxes, assessments, hereby, an amount equal and payable with respect to said property within the following periods, to wit: one-twelfth (1/12th) of the taxes, assessments and other charges due and also one-thirty-sixth (1/36th) of the insurance premiums due and payable with respect to said property within each succeeding three years while this trust deed remains in effect, such amount to be deducted by the beneficiary, and the sum so credited to the principal of the loan until required for the payment of principal and interest, and shall thereupon be charged to the principal for the several purposes and option of the beneficiary, the sums so credited to be held by the beneficiary in trust as a reserve account, without interest, to pay said taxes, assessments or other charges when they shall become due 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 shall 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 said taxes, assessments or other charges, to pay the insurance premiums in the amounts shown on the statements thereof, to pay the interest on the notes, bonds or other obligations which may be required from the principal of the loan or to withdraw the same which may be required from the reserve account, if any, retained for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of the event of any fire, theft or other casualty, and the beneficiary hereby is authorized in the event of any such casualty to compromise and settle with any insurance company and to apply any proceeds of such settlement to the satisfaction of the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in 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 upon any income 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 draw interest at the rate specified in the note, to be repaid by the grantor on demand and shall be secured by the right 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, taxes and expenses of this trust, including the trustee's fees and title search, as well as the other costs and expenses of the trustee and attorney's fees actually incurred; in enforcing this obligation, and action or proceeding purporting to affect the security to appear in and defend any powers of the beneficiary or trustee; and to pay all its hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fee, in a reasonable sum, to be fixed by the court, in any such action or proceeding brought by the beneficiary or trustee may appear any suit brought by beneficiary 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:

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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 under the right to commence, prosecute in its own name, appear in or defend any action, proceedings, or to make any compromise, settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, less the attorney's fees necessarily paid required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by the grantor costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary shall be paid to the beneficiary and applied by the first upon any reasonable costs and expenses of proceedings, and the fees necessarily paid or incurred by the beneficiary; and the grantor agrees, and the fee necessarily applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such action 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 incurred by it in connection with the administration of the trust shall be made by the trustee without presentation of this deed and the note for endorsement (in case of full compliance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee 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) join in any subdivision or other agreement affecting this deed or the lien herein charge hereof; (d) recover any amount in any subordination or other agreement affecting this deed or the lien herein charge hereof may be described as without warranty, all or any part of the property. The grantee in any conveyance may be described as "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 \$5.00.

3. As additional security, GRANTOR hereby assigns to beneficiary during the continuance of these trusts all costs, issues, royalties and profits of the production thereof affected by these trusts and of any person or persons located thereby. Until payment in full of the indebtedness secured hereby or in default thereof, GRANTOR shall default in the payment of the indebtedness secured hereby or in default thereof. GRANTOR shall have the right to collect the performance of any agreements, royalties and profits earned prior to default as to benefit all such rents, issues, royalties and profits earned by GRANTOR hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver, take possession of the property without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property, and collect the same without regard to the adequacy of any security for the indebtedness hereby secured, in its own name sole for or otherwise collect said property, or any profits, including those past due and unpaid and including the rents, issues, royalties and profits earned by GRANTOR hereunder, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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 aforesaid, shall not cure or waive 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 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 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 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, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents 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 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 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 notice of sale, the trustee shall sell said property at the time and place fixed by him in 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, payable at the time 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 at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of 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 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.

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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

*Kenneth W. Langer*  
KENNETH W. LANGER

(SEAL)

*Linda M. Langer*  
LINDA M. LANGER

(SEAL)

STATE OF OREGON  
County of Klamath } ss

THIS IS TO CERTIFY that on this 3rd day of November, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named KENNETH W. LANGER AND LINDA M. LANGER, HUSBAND AND WIFE

to me personally known to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*Shual A. Tag*  
Notary Public for Oregon  
My commission expires: 4/24/89

Loan No. 39-01375

## TRUST DEED

KENNETH W. LANGER

LINDA M. LANGER

Grantor

TO

**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:

**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

P. O. Box 5270

Klamath Falls, OR 97601

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUNT-  
IES WHERE  
USED.)

Fee \$13.00

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 9th day of Nov., 1988, at 12:22 o'clock P.M., and recorded in book M88 on page 19003 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By Pauline Mullins  
Deputy

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, Trustee

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, Beneficiary

by \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_