David W. Barnett and Diane M. Barnett, husband and wife,

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in WITNESSETH: Klamath... County, Oregon, described as:
Lots 23 and 24, HIGHLAND PARK, according to the official plat thereof on file in the office
EXCEPTING THEREFROM, a parcel of land of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM, a parcel of land situated in Lots 23 and 24, HIGHLAND PARK SUBDIVISION, in the NEINE of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the corner common to Lots 11-12-23-24-32 and 33 thence South 46048' East along the Northeasterly line of said Lot 12, 30.15 feet; thence North 38°11' East, parallel to and 30.00 feet distant from the Northwesterly line of said Lot 24, 122.11 feet to the North line of said Lot 24; thence South 89°56' West 38.20 feet to the Northwesterly corner of said Lot 24, thence South 38°11' West 95.5 feet to the point

TAX ACCOUNT NO. 3909-12AA-0800

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, 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, ventianing, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds afforms the second of th 

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granter or others note or notes. If the indebtetiness secured by this trust deed is evidenced by a more than one note, the beneficiary may resilt 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 sonveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, ascentors 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 whomsoever.

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 claims of all the property free from all encumbrances having precedence over this trust deed; to complete all bildings in course of having precedence over this trust deed; to complete all bildings in course or having precedence over this trust deed; to complete all bildings in course or having precedence over this trust deed; to make the promptly and in good workmanike manner any building or improvement of hereof or the date construction is precedent and property and in good workmanike manner any building or improvement and property which may be damaged or destroyd and pay, when due, all the destruction of the date construction; to replace any proof or materials unsatisfactory within fifteen days after written or naterials unsatisfactory within fifteen days after written or notice from beneficiary of such constructed remover or destroy any building or improvements now or nearlier premises; to keep all buildings, and to might on the premises to keep all buildings, and to commit or suffer now or hereafter beneficiary may from the surface and the continual principal sum of the men to time require. Such as the premise acceptable or obligation featured by this trust deed in company or company

obtained.

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 principal and interest payable under the terms of the note or obligation under the terms of the taxes, assessments under the terms of the taxes, assessments under the terms of the taxes, assessments or other taxes, assessments or the taxes, assessments or other taxes, assessments or the taxes, assessments or other taxes, assessments or other charges the term of the beneficiary in the principal of the taxes, assessments or other charges when they shall become due and payable with assessments or other charges when they shall become due

while the grantor is to pay any and all trice, assessments and other charges levied or assessed against said property, or any part thereof, before policies upon bogal to bear interest and also to pay premiums on all insurance the same bogal to bear interest and also to pay premiums on all insurance the same bogal to bear interest and also to pay premiums on all insurance policies upon the same pay and all the grantor hereby authories the beneficiary to pay and property in the amounts as a shown by the satements thereof furnished insurance premiums in the amounts shown on the statements and to pay the his insurance carriers in the amounts shown on the statements and to pay the his insurance carriers in the amounts shown on the statements and to pay the his insurance carriers in the amounts shown on the statements and to pay the his insurance carriers in the pay in the same with may he required from the reserve account, if any, distinguished for that paypos. The grantor agrees ance written or for any loss (allow the same property is authorized, in the event yay insurance policy, and the beneficiary hereby is authorized, in the event yay such insurance receipts upon the obligations secured by this trust deed, on paying the same 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 they become due, the grantor shall pay the deficit to the enediciary of 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 earry out the same, and all its expenditures therefore shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of thrust deed, but the grantor on demand and shall be secured by the lien of thrust deed, but the grantor on demand and shall be secured by the lien of thrust deed, but the grantor of the grantor of the grantor of the grant of the grantor o

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 in enforcing this obligation, and trustee's and attorney; sees actually incurred; in connection with on appear in and defending any action or proceeding purporting to affect the security hereof or the rights any action or proceeding purporting to affect the security hereof or the rights and attorney; and attorney's fees in a reasonable 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 that the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or dead any action or proceedings, or to make any compromise or settlement in connection with payable as compensation for such that all or any portion of the money's expenses of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid of the proceedings, shall be paid to the beneficiary of the proceedings of the control of the proceedings of the control of the proceedings, shall be paid to the beneficiary fees necessarily paid or incurred by the shell costs and expenses attorney's cleances sarily paid or incurred by the shell costs and expenses attorney's cleances sarily paid or incurred by the shell costs and expenses and the at its own expense, to take such actions and execute such instruments as shall the one creasary in obtaining such compensation, promptly upon the beneficiary's

uest.

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 tin case of full reconveyance, 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) onto in pranting any exsensed or creating and restriction thereon, (c) sin any subordination or other accomment affecting this deed or the lien or charge hereof; (d) reconvey though any part of the property. The grantee in any reconversance may be described as the destroyed and the contraction of persons legally critifed thereof; and the rotatis thereon of any matter or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any or the services in this paracraph shall be not less than \$5.60.

3. As additional accurity, grantor hereby assigns to beneficiary during the northurance of these trusts all rents, issues, rayalties and profits of the property altered by this deed and of any personal property located thereon. Until the personal property located thereon until the personal property located the right to collect all such rents, issues, royalties and personal scanned prior to default as they ficiary must be personally assues, provides and property of the personal property of the personal property of the personal property of the property o

- 6. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of five 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 may 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.
- 5. 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 segreement hereunder, the beneficiary may declare all sums secured hereby inmediately due and panel eleviery to the trustee of written notice of default and election to sell, the trust approperty, which notice trustee shall cause to be duly filed for record. Upon elevery of said notice of dyfault and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secure i 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 safe, the grantor or other person so privileged may pay the entire amount their 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 obligation is exactly not then be due tout on defout recurred and thereby course to default. orincipal 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 o' said notice of saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, ether as a whole or in separate parceis, and in such order as he may determine, at public auction to the highest bidder for cas, in lawful money of the United States, payable at the time of saie. Trustee may postpone saie of all or any portion of said property by public ransonnement at such time and place of saie and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustee 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. 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 heneficiary, 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) Fo nil 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 berein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter such appointment and without conveyance to the successor trustee, the latter such appointment and extended the successor trustee 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 deer 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, legates 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 maculine 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. De ax Jan 2 David W. Barnett Diane Mr. Barnett (SEAL) STATE OF OREGON County of Klamath Diane M. Barnett THIS IS TO CERTIFY that on this 1st , 19.89, before me, the undersigned, a \_\_\_\_day of\_\_\_\_ \_\_\_\_May Notary Public in and for said county and state, personally appeared the within named David W. and Diane M. Barnett to me personally known to be the identical individua. S named in and who executed the foregoing instrument and acknowledged to me that IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the day and year last above written. SEAU landles Molary Public for Oregon
My commission expires: 7-6-90 (SEAL) Loan No. .... 090-39-01389 STATE OF OREGON County of ...Klamath..... TRUST DEED I certify that the within instrument was received for record on the 5th... day of \_\_\_\_\_, 1989\_, (DON'T USE THIS at 10:30 o'clock AM., and recorded SPACE: RESERVED FOR RECORDING in book \_\_\_\_\_\_\_\_on page 7709\_\_ Record of Mortgages of said County. TIES WHERE KLAMATH FIRST FEDERAL SAVINGS USED.) AND LOAN ASSOCIATION Witness my hand and seal of County affixed. Beneficiary After Recording Return To: Evelyn Biehn, County Clerk County Clerk KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 Main St. By Paulini Mullender Fee \$13.00 Klamath Falls, OR 97601

## REQUEST FOR FULL RECONVEYANCE

To be used only when obliquious 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

Rlamath First Federal Savings & Loan Association,	Beneficiar	У
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by		

E. C. M. 18:50