THIS TRUST DEED, made this 13th day of July Lance L. Lesueur and Mary B. Lesueur Huckand and Wife 1989 between

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 consequence of improvement product the might make the product of improvement product the might make the might m

IC MThe grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County Oregon described as:
Lot 9, YALTA GARDENS; according to the official plat thereof, on file in the office of the County Clerk of Klamath Count; Oregon [11] SIGCHARASTALE.

1 Fee \$13.00 AcctJ=#3909-2AB=6700 0\001 540 Main Street Key #511798 But Verene and the second elamath first federal bavings Ylet potesqua yemb ... Really a manual cooney county Benerrana AND LOAM ASSOCIATION-KLAMATH FIRST FEDERAL SAVINGS CHINCO! Winnerson conductation of Courts THE MITER

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, tenaments, hereditaments, tents, issues, profits, water rights, easements or privileges now or together with all and singular the appurtenances, tenements, nereditaments, rents, issues, profits, water rights, easements or privileges now or breafter belonging to, derived from at 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 lating, air-conditioning, retrigerating; watering and irrigation apparetus, equipment and tixtures, together with all awnings, venetian blinds, thore 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 performance of each agreement of the grantor herein contained and the payment of the sum of linee thousand seven hundred [\$3.3.723.75] 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 \$ 121.91 commencing Norse roomathress. Bosto resignistics

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 baving an interest in the above described property, as may be evidenced by anote or sottes. If the indebtedness secured this trust deed is evidenced by more than one note, the beneficiary may credit payments received by its 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

The granton hereby covenants to and with the trustee and the benefitary herein that the said premises and property conveyed by this trust deal free and clear of all memors and that the grantor will and his heir, executors and administrators shall warrants and defend his said title thereto against the claims of all persons whomsoever.

herein that the said premises and properly conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his helrs of the and clear of all encumbrances and that the grantor will and his helrs of the grantor will and his helrs of the grantor of all persons wormsoever.

The grantor covenants and agrees to pay said note according to the terms of the grantor covenants and agrees to pay and note according to the terms therefor and, when due, all taxes, assessments and other charges levied against the claims of all persons wormsoever. The grantor covenants and agrees to pay said note according to the terms therefor and, when due, all taxes, assessments and other charges levied against additional to the control of the date of the date of the complete all buildings in contraction control of the date of the d

while the grantor is to pay any and all taxes, assessments and other charges levied of caresacd against said property, or any part thereof, before the same begind a possible part interest, and is to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary as aforated and the grantor hereby authorizes the beneficiary to pay said property in the amounts as shown by, the statements through furnished property in the amounts as shown by, the statements are to pay the insurance premium in the amounts shown on the statements are pay the insurance or premium in the amounts shown on the statements are pay the insurance or premium in the amounts shown on the statements are pay the insurance or premium in the amounts shown on the statements are pay the insurance or premium in the sum of the sums which may be required from the reserve account; if my, established for that purpose. The grantog agrees in no event to bold the beneficiary responsible for failure to have any leaven of the property of the property of the property is authorized, in the event of the compounds and sancted with any insurance company and to apply any such insurance receipts upon the configurations accured by this trust deed. In computing the amount of the hereby 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 they become due, the ignation shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary on may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fall 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, shall be repayable by 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, swell as in enforcing this obligation; and expenses of the trustee incurred in connection with or in appear in and defend any action or proceeding purporting to affect the security in a property of the beneficiary or trustee; and to pay all reasonable sum to be fixed by the court, in any such action or proceeding in reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any sulfs brought by beneficiary 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:

1. In the event that any portion or all of said property shall be taken the 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, proaccute in its own name, appear in or defend any action or proceedings, or make any compromise or settlement in connection with such or the said of the same of the sa

be necessary in obtaining such compensation, promptly upon the beneficiary request.

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 endowsment (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may fall 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 subordination or other agreement affecting this deed or the lien or charge berroft, off reconvey without warranty, all or any part of the property. The grantee in any reconveyance may be described as the Terson or persons legally entitled thereto. In other rectals 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 rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Under grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, frantor shall have the right to colecce all such rents, issues, royalties and profits armed prior to default as they are considered to the same of the right to colecce and use and payable. Upon any default by the armed prior to default as they be appointed by, a court, and without resum to the adequacy of any research the total collection of the rents, issues and profits, including those past due and collection of the rents, issues and profits, including those past due and contentwise collection and apply able attorney's feet among any indebtedness secured hereby, and in such order as the benefitdary may determine.

in emotiat of the individuals for passings saic of other acceleration of the property by uncoment at the time first by the preceding postponement, uncoment at the time first by the preceding postponement, if the proceding postponement in the proceding postponement of the proceding postponement of the pro 4.0 The entering upon and taking possession of said property; the collection of rents, issues and profits or the proceeds of fire and other insurance policy of the property, and or compensation or awards for any taking or damage of the property, and application or release thereof, as oresaid, shall not cure or waive any deplication for release thereof, as oresaid, shall not cure or waive any deposition or release thereof, as oresaid, shall not cure or waive any deposition or notice of default hereunder or invalidate any act done pursuant to and the peneticiary, may purchase at the same.

When the Trustee sells pursuant to the power provided here
trustee; shall apply the proceeds of the trustee's sale as follows:
trustees; sale as follows:
trustees; and apply the sale including the compensation of the trustee,
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reasonable of the sale sale including the compensation of the trustee
reasonable of the sale sale sale including the compensation of the trustee in the trust deed as their interest appear
interests of the trustee in the trust deed as their interest appear
order of their priority. (4) The surplus, if any, to the grantor of the
deed or to his successor in interest entitled to such surplus. in age of the grantor shall notify beneficiary in writing of any sale of the tract 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 play concluding a service charge. service charge.

6. Time is of the essence of this instrument and upon default by the untor in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any indebtedness secured hereby interested hereby in the secured used or 10° ms 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 successor to any trustee named herein, or to any time apocint and accessor trustee appointed need the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment an obstitution shall be made by written instrument executed such appointment and obstitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of the county of counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale 112 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 granton, benefixery 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 law following the recordation of said notice of default and giving of said notice of, saic, the trustee shall sell said property at the time and place fixed by him in said notice of saic; either as a whole or in separate parcets; and in such order as he may determine, at public auction to the highest, badder for cash, in lawful mone; of the termine, at public auction to the highest, badder for cash, in lawful mone; of the termine of the public auction to the lapse of the said postpone said of all or my, portion of said property by public announcement, at such time and place, of any, portion of said property by public announcement, at such time and place, of said from time to time thereafter may postpone the sale by; public ansale, and from time to time thereafter may postpone the sale by; public ansale, and from time to time thereafter. N. WITNESS WHEREOF, said grantor has hereunto set his hand and seal the doy and year first above written. of play there spray to Lance L. Lesuent Mary B. Assueur (SEAL) STATE OF OREGON County of Klamath ss , before me, the undersigned, a to me personally known to be the identical individuals; named in and who executed the foregoing instrument and acknowledged to me that they orecited the same freely and voluntarily for the uses and purposes therein expressed. day and year last above written. IN TEXTIBONY WHEREOF, I have betsunto set, my band and alling you n Mandler such Edditional the granter c Notary Public for Oregon Noterly rubble for Oregon
My commission expires: 7-4-90 34 by Moschenian animagil and interest (SEAL) combined vortice bearing to the year of the process of the state of th 23 Sensor of the district research research of the district research research of the district re Specialized to the scale described humans to an employed within instrument TRUST DEED Level A read to a surrential distantial received for record on the 20th ., 1<u>9_89</u>,. rename themediately due andox of a re jarly FUELANCE L. "Lesueur Tauss apatt ersMary B.bLesueurbes nuger rur trust

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 Main Street	BQauline Miclinder Deputy
yecklamath Falls 10R 97601	Fee \$13.00
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KLamath, Conaty, Orugon, described as	ing some and courses to the reaction in react over horses in one the harbordy
The undersigned is the legal owner and holder	of all indebtedness secured by the foregoing trust deed. All sums secured by acid trust deed directed, on payment to you of any sums owing to you under the terms of said trust deed directed, on payment to you deed (which are delivered to you berewith together with said

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Grantor

Beneficiary

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KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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TRUST DEED

Record of Mortgages of said County.

affixed.

Witness my hand and seal of County

Evelyn Biehn, County Clerk

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