sum of EIGHTY SEVEN THOUSAND FIVE HUNDRED and No/100-

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneticiary or order and made, by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable at maturity. Of note account 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the grantor without tirst having obtained then, at the beneliciary's option, all obligations secured by this instrument, irrespectively of the security of this trust deed grantor and repair; not to remove or demolish any building or improvement thereon; and repair; not to remove or demolish any building or improvement thereon; on the commit or permit any waste of said property, to constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

2. To complete or restore promptly and in good and workmanlike, and the control of the cont

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and aftorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and aftorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured, hereby, and, granton agrees, at its own expense, (to take such actions and execute such instruments as shall be necessary in obtaining such compensation, romptly upon beneficiary request. On the proceedings are requested to the most of the such actions the liability of any person for the payment of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may, (a) consent to the making of any map or plat of said property; (b) join in

together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to, the highest bidder (or cash, payable at the time of sale. Trustee shall deliver to the purchaser its 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 of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor.

surplus, il any, to the frantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor 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 beneliciary, which, when crecorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is, an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its substituties, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.585.

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EXHIBIT "A"

This Trust Deed is an "ALL-INCLUSIVE TRUST DEED" and is second and subordinate to a first Trust Deed dated August 1, 1977 and recorded August 5, 1977, in Book M-77 at Page 14124, in favor of Klamath First Federal Savings and Loan Association. Theodore E. Siemens herein agrees to pay, when due, all payments due upon the said Note in favor of Klamath First Federal Savings and Loan Association and will save Grantor herein, Cheryl Bussey, harmless therefrom. Should the said Beneficiary herein default in making any payment due upon said prior Note and Trust Deed Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.





		ATH: ss.

Filed for a	ecord at requ	est of	Aspe	n Title Co	.	th	e 2nd	dav
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的記述的程		of	Mortga	ges	on Pa	ge <u>14284</u> .		
					Evelyn E	iehn - County	Clerk	
FEE .	\$18.00				∴, By <u> </u> €	Zauline M	ullenola	_رمه