TRUST DEED

THIS TRUST DEED, made this . 22nd day of Paul A. Barker and Anselma O. Barker, Husband and Wife September

as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

WITNESSETH:

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:

Lots 2, 3, 4, and 5 in Block 24 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, Klamath

Acct. #3809-032BA-08900 Pro Militariani

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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 performance of each agreement of the grantor herein contained and the payment of the sum of tive thousand seven hundred (\$.5.750.00). Dollars with interest thereon according to the terms of a promissory note of even date, performance of each agreement of the grantor herein contained and the payment of the sum of tive thousand seven hundred beneficiary or order and all the grantor, principal and interest being payable in monthly installments of \$.64.45 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 having an interest in the above described property, as may be evidenced a note or notes. If the above described property, as may be evidenced a note or notes. If the above described property, as may be evidenced by more than one note, becarding 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 free 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.

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The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against asid property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter construction from the date hereof or the date construction is hereafter constructed on replace and property which may be damaged or destroyed and or when due, all dimensions that the date of the date construction; to replace any work or materials upraperly at all the date construction; to replace any work or materials upraperly at all the date constructed on said property and sufficiently of instruction of the date of the

obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and incurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of the beneficiary payable under the term of the note or obligation secured hereby, an amount equal to one-twelfth (1) of the taxes, assessments and other charges due and payable with respect to (1) the form the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimate and directed by the beneficiary cases and the property strength of the loan until required for the loan; or, at the option of the beneficiary, the sums so paid shall be held by the beneficiary in trust as a reserve account, without interest, to pay said 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 hear interest and also to pay premiums on all insurance property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to any and all taxes, assessments and other charges levied or imposed against such that the property in the amounts and other charges levied or imposed against by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the collector of such taxes, assessments or other charges, and to pay the insurance carriers or the mounts shown on the statements submitted by fincipal of the loan or to withly the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary heavily is authorized, in the event of any loss or amagenative, and to apply any such insurance receipts upon the obligations secured by this trust deed, long property is all to 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 they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary upon the 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, shall be repayable by the grantor on demand and shall he ascured by the lien of this trust deed. In this connection, 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.

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 the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; its appear in and defend any action or proceeding purporting to affect the security in the property of the sense of the costs and expenses proceeding cost of evidence of title and attorney's ceal in a costs and expenses proceeding cost of evidence of title and attorney's ceal in a reasonable sum to be fixed by the court, in any such action or proceeding in thich the beneficiary or trustee may appear and in 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 the right to commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the months of the such taking, which are in excess of the amount of such taking, which are in excess of the amount of incurred by the grantor is such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorneys dand applied by it first upon any reasonable costs and expenses on all attorneys free necessarily paid or incurred by the sheneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantom are the balance applied upon the indebtedness secured hereby; and the grantom are shell be necessary in obtaining such compensation, promptly upon the beneficiary's request.

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 presentation of this deed and the note for enficiary, payment of its fees and presentation of this deed and the note for endotreed to the payment of the indebtedness, the future may (a) consent to the making of any map or plat of said property; (b) join in granting or on the making of any map or plat of said property; (c) join in any subordination or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge erect; (d) reconvey, ance may large the payment of the property. The granting the any reconvey, ance may large the property of the property and the property and the property and the property of t

4. The entering upon and taking possession of said property, the collection of nucl 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 desuch notice of default hereunder or invalidate any act done pursuant to such notice.

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- 5. The grantor shall notify beneficiary in writing of any sale or conform supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary
- 6. Time is 6.° 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 in mediately due and spatie by delivery to the trustee of written notice of default and election to ell the trust property, which notice trustee shall cause to be the beneficiary shall deposit with the trustee this trust deed and all promisory 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.

nouncement at the time fixed by the preceding postponement. The trustee a deliver to the purchaser his deed in form as required by law, conveying the perty so sold, but without any covenant or warranty, express or implied rectals in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the grass and the beneficiary, may purchase at the sale.

- 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 commensulon of the trustee, and a reasonable charge by the attorney. (2) To the objigation secured by the trust deed. (3) Fo all persons having recorded lies subsequent to the interests of the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the granter 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 say trustee named herein, or to any successor trustee appointed hereunder. Upon the appointment and without conveyance to the successor trustee, the latter show the vested with all title, powers and duties conferred upon any trustee herein name or appointed hereunder. Each such appointment and substitution shall be made by appointed hereunder. Each by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county of 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 plediger, of the note secured hereby, whether or not named as a beneficiary herein. In constraining this deed and whenever the context so requires, the maxculing 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

	The state of the s	and sed the day and year first above written.
	62	J. Barker (SEAL)
STATE OF OREGON County of Klamath ss	Un	selssa O Barker
	Anse	lma O. Barker (SEAL)
THIS IS TO CERTIFY that on this 22nd do	y of September	30 89
Paul A. Barker and Anselma	personally appeared the within na	med
they executed the same freely and voluntarily	for the uses and who executed	the foregoing instrument and acknowledged to me that
IN TESTIMONY WHEREOF, I have hereunto set	my hand and affixed my notarial	expressed. seal the day and year last above written
	[[]sac	ie Mandle
(SEAL)	Notary Public to	
	My commission	expires: 7-6-90
Loam No. 1090-39-01417 TRUST DEED		STATE OF OREGON County ofKlamath
Paul A. Barker		I certify that the within instrument was received for record on the 22nd day of Sept. 19 89
Anselma O. Barker	(DON'T USE THIS SPACE; RESERVED	at 2:2/ o'clock P M and recorded
TO	FOR RECORDING LABEL IN COUN.	in book M89 on page 17901
KLAMATH FIRST FEDERAL SAVINGS	TIES WHERE USED,)	Record of Mortgages of said County.
AND LOAN ASSOCIATION Beneficiary		Witness my hand and seal of County affixed.
After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		Evelyn Biehn County Clerk
540 Main Street Klamath Falls, OR 97601	Fee \$13.00	By Packet Mulenolase 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

STATE OF COURSE SERVICES	Klamath	First Federal Savings & Loan	Association, Beneficiary
D	, 19by		

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4800-30-019:3

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DATED: