

THIS TRUST DEED, made this 27th day of
Christopher W. Kuehl and Coya K. Kuehl
Husband and Wife

September 19 89 between

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary; as grantor, William Sisamore, as trustee, and

The grantor irrevocably: WITNESSES

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:

The Southeasterly 58.0 feet of Lot 18 and the Northwesterly 22.0 feet of Lot 19 of
WINEMA GARDENS, according to the official plat thereof on file in the office of the
County Clerk of Klamath County, Oregon. 00

Acct. #3909-01AB-5300

Key #504092

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.

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 fourteen thousand nine hundred (\$ 14,900.00) 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 \$ 167.02 commencing November 10, 19 89.

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, having an interest in the above described property, as may be shown on the note or notes. If

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the lender, or having an interest in the above described property, as may be evidenced by note or notes. If indebtedness secured by said trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon said notes or part of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby

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 thereof against the claims of all persons whomsoever.

[illegible][illegible]

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 bear interest on said property, or any part thereof, before the policy 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 thereunto furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted to the principal of the loan or their representatives, and to charge said sums to the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or to hold the beneficiary responsible for a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any injury to or compromise and sale with any insurance company and to apply in such computing the amount of the indebtedness secured by and to apply in full or upon sale or other acquisition of the property by the beneficiary after

default, any balance indebtedness. If the reserve account shall be credited to the 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 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

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, then the grantor on demand at the rate specified in the note, shall be repaid; and if this option, the beneficiary shall be secured by the note, this trust deed, any improvement, the beneficiary shall have the right in its discretion to complete 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, to pay all costs, in enforcing this obligation, and trustee's fees actually incurred in connection with or appearing in and defend any action or proceeding brought against him by or for the creditors hereof or the rights or powers of the beneficiaries, and to pay all reasonable expenses, including costs of evidence of title and attorney's fees in which the beneficiary is to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear, in any such action or proceeding in which the beneficiary or trustee may appear, and in any suit brought by the beneficiary to foreclose this deed, and all said sums shall be secured by beneficiary's deed.

The beneficiary

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 under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute, defend and settle any and all proceedings or litigation or proceedings, to make any compromise or settlement in or defend any acquisition as compensation for such taking, to require that all or any portion of the money required to pay all reasonable expenses and attorneys' fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by the grantor in such proceedings, shall be paid to the beneficiary and applied upon any reasonable costs and expenses of the beneficiary and the attorney's fees necessarily incurred by the beneficiary in such proceedings, and the grantor's own expense, to take all actions and execute all 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 affecting the liability of any person for the payment of the indebtedness, for consideration, without joining in any subdivision or other agreement affecting any easement or creating and restriction thereon, (c) recovery without warranty, all or any part of the property, The grantee in any recovery may be deemed as the 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.

[illegible]

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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 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 recording 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.

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

STATE OF OREGON

County of Klamath } ss

THIS IS TO CERTIFY that on this 27th day of September, 1989,

Notary Public in and for said county and state, personally appeared the within named Christopher W. Kuehl and Coya K. Kuehl

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.

Notary Public for Oregon
My commission expires: 4/24/93

Loan No. 090-39-01422

TRUST DEED

Christopher W. Kuehl

Coya K. Kuehl

Grantor

TO

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

540 Main Street

Klamath Falls, OR 97601

Fee \$13.00

STATE OF OREGON

County of Klamath } ss

I certify that the within instrument was received for record on the 3rd day of Oct., 1989, at 10:43 o'clock A.M., and recorded in book M89 on page 18612 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Riehn

County Clerk

By Pauline Muelendore
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisamore, 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.

DATED: 2033

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Klamath First Federal Savings & Loan Association, Beneficiary

by

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