1090-39-01471

TRUSTDEED

Vol.<u>mao</u> Page **12652**

Bessie M. Page 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;

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WITNESSETH:

The grantor irrevocubly grants, bargains, selk and conveys to the trustee, in trust, with power of sale, the property in

Klamath. County. Oregon, described as:

The following described real property in Klamath County, Oregon:

Lots 1, 2, and 11 of EMMITT TRACTS.

Acct. #3910-7CB-1400

"UNDER OREGON LAW, MOST AGRIEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCEINING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT HOP PERSONAL FAMILY OF HOUSEHOLD PURPOSES OF SECURE COLERY BY THE DODDOUTEDLE PERSONAL FFECTIVE DATE OF THIS ACT CONCERNING HOARS AND OTHER CREDIT DATENDIONS WHICH AND NOT TOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND HE SIGNED BY US TO BE ENFORCEABLE."

Key #590998

GGrantor's performance under this trust deed and the note itsecures may not be assigned to or be assumed by anoth party. In the event of an attempted assignment or assumption, the Centire 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, tone rants, hareditaments, rents, issues, profits, water rights, easements or privilegas now or hareafter belonging to derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventinareatras belonging to, derived from or in anywise appertaining to the above described premises, and all pumping, lighting, heating, venti-lating, nin-conditioning, refrigersting, watering and irrestion apparatus, equipment and fixtures, together with all awnings, ventian blinds, floor lating, infr-conginioning, retrigerating, watering and irregation apparatus, equipment and tixtures, together with all awnings, venetian blinds, toor cavering in place such as wall-to-wall carpeting and lineleur, shades and built-in appliances now or hereafter installed in or used in connection covering in place such as wall-to-wall carpeting and linelaum, 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 have contained and the payment of the sum of <u>fifty-eight and four hereafter</u> [5, 4, 458, 00] Dollars, with interest therein according to the terms of a promissory note of even acts herewith, payable to the baraficiary croater and made by the grantor, principal and interest being payable in monthly installments of \$_______ commencing baraficiary croater and made by the grantor, principal and interest being payable in monthly installments of \$_______ for the grantor is a promissory for the second se

This trust deed shall further secure the payment of such additional money. If any, its may be loaned hereafter by the beneficiary to the granice or othere, having an interest in the above described property, at may be evidenced by in note. If the interbetedness secured by this trust deed is evidenced by more than one note, the beneficiary may redit payments received by it upon any of said notes or puts of any payment on one units said part on another, as the beneficiary may elect.

The grantor hereby covenants to und with the tirates and the beneficiary hereia 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 here, recutors and administrators shall warrant and defind his said title thereto against the claims of all persons whomsoever.

executors and administrators shall warrant and deftud his said title thereto squinzi the Gaims of all persons whomsoever. The grantor coverinnts and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other diarges levied squinxi thereof and, when due, all taxes, assessments and other diarges levied squinxi cedence over construction to complete all encurotrances having pre-said property his trust deed; to complete all within its mouths from the date of hereaft the date construction is hereafter any building or improvement on property which may be damaged derivery to the press and restor: bertof of and in good workmanike transmer any building or improvement on said property which may be damaged derivery to improve and the grave construction of the state therefor; to allow beat diary to huppet; all property at any building construction is pressive any work or mater als unsultated or the fact; hot to remove or destroy after and buildings from the date constructed on said premises; to keep all buildings from the said to a succer bars during construction; to replace writen notice from beneficiary of a succer berafter exected upon said premises; to keep all buildings from time so there after by fire or such other hard he original principal succer from the date is an after free secured by this trut deed, in a company or compaties is or the originate may in a succer to be the original principal succer from the date and with inglary with principal place of business of the beneficiary at larger throwing here for the original principal succer to the beneficiary and the date and with inglary with on the state of a keep at here any fire of the beneficiary and is a stare in a succer to be here for a succer to many and with inglary and to deliver the original principal succer to the interime to a succer is a succer of the beneficient of the beneficiary and indicards. If it is a succer to be the effective date of any with beneficiary and is a succer is a succer to be the effective discret. shall be a obtained.

obtained. In order to privide regularly for the prompt sayment of suid taxes, as as an ments or other charges and insurance premiums, the grantor meres to pay to the beneficiary, togethere with and in addition is the or other set of the principal and interest payable under the terms of the not saves, matesaments and hereby, an amount and payable with respect to sail project within each succeed other charges due and also one-thirty sixth (12th) (1 there years the sage welve montage to an and property within each succeed in the respect to said property within each succeed in the same of the same set of the principal of the beneficiary. This trust deed remains in effect, as estimated in the our until required for the neutral purposes thereof and shall thereupon be charged to the principal of the premiums, taxes, assessments or other charges when they shall become due and payable.

and payable. While the granitor is to pay any and all taxes, assessments and other inverse levied or assessed against said property, or any part thereof, before the same begin to base interest and also to pay performed thereof, before policies upon said property, such payments are to be made thereficiary to pay policies upon the granitor hereby authorize the derived the sene-stry and all taxet, assessments und other charges is and to pay the said property in it such tares, assessments or such therefore the pay by the collection of such tares, assessments or such there and to pay by the collection of such tares, assessments or such there and to pay by the collection of such tares, assessments or such tatements submitted by by the collection of such tares, assessments or such tatements submitted by is urance precumiers or their representatives, and to be four the public the bonn or to withdraw the graveling the tartes. There are any the presents to book the beneficiary reponsible for failure, to have any laur-time restrict to find the beneficiary many and the first of a defect in any is are written or for any loas or damage graveling is anther need. If any is the collect, and the beneficiary have beneficient to apply in the hyperance the coller upon the inclusions for primaries to about a submit of any is the collect, and the beneficiary have beneficient by this trat fore; but or upon said to other sequilibrium of the property by the beneficiery after but or upon said to other sequilibrium of the property by the beneficiery after but or the second of the inclusion of the property we the beneficiery after will or upon said to other sequilibrium of the property by the beneficiery after if the second of the second of the property by the beneficiery after if the property is and a second beneficient of a second beneficiery after if the second of the second of the property by the beneficiery after if the second beneficier second is a second beneficiery after if the second beneficier second bulary.

default, any balance remaining in the reserve account shall be credited to the indebtdness. 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 demand, and if not paid within ten days after such demand, the beneficiary demand, and 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 carry out the same, and all its expenditures there-beneficiary may at its option carry out the same, and all its expenditures there are an another the specified in the note, shall be repayable by for shall draw interest at the rate specified in the lite of this trust deed. In the grantor on, the beneficiary shall have the right in its discretion to complete this connection, the beneficiary shall have the right in its discretion to said 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 sold of tille scarch, as well as fees and expenses of this trust, including the cost of tille scarch, as well as in enforcing the obligation, and trustee's and attorney's fees and examples to appear in and defend any action or proceeding purporting to affect the scar-to appear in the rights or powers of the beneficiary or trustee; and to pay all costs and expenses of the store of events and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the scar-to appear in the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of tille not action or proceeding in which the beneficiary or trustee may appear and in any suit brought by bene-thiciary to induce this deed, and all suid sums shell he secured by this trust deed.

The beneficiary will furnish to the granter 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 under the right of eminent domain or condemnation, the beneficiary shall have under the right of eminent domain or condemnation, the beneficiary shall have under the right of eminent domain or condemnation of the money's such taking and, if it so elects, to require that all or any portion of the money's such taking and, if it so elects, to require that all or any portion of the money's guired to hav all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary or incurred by the first upon any reasonable costs and expenses and attorney's read applied by the first upon any reasonable costs and expenses and attorney field on incurred by the beneficiary in such proceedings, and the fees necessarily paid or incurred by the beneficiary in and the grantor agrees, all its own expense to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for dorsement (in case of full reconveyance, for the indebtedness, the trustee may (a) liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of asid property; (b) join in agrantation any casement affecting this deed or the line or charge hereof; (d) reconvey-without warranty, all or any part of the property. The grantee in any reconver-without warranty, all or any part of the property. The grantee in any reconver-without warranty, all or any part of the property. The stantee in any reconver-without warranty, all or any part of the property. The stantee in any reconver-without warranty. Trustee's fees for any of the services in this paragraph shall be <u>more</u>. Any of less than \$5.00.

truthfulars, thereas in the services in the services in this paragraph shall be XXXX not less than S5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuumce of these trusts all rents, issues repairs and profits of the pro-continuumce of these trusts all rents, issues inductions and profits of the pro-response of the security grantor hereby assigns to be the right to col-the period shall distuit in the payment of any inductiones secured hereby or in property affected by this deed and of any period profits earned prior to default as the induction shall distuit in the payment of any inductiones secure hereby or in-the performance of any agreement hereunder, grantor shall have the right to col-the performance of any agreement distribution of any induction of the security for the indebtedness hereby actual to the same such any agreement, in the same such or or otherwise collect said property, or any part thered, in its own name suc for or otherwise collect is and profits, lacituding operation and collection, including reason-able attorney's fees, upon any todebtedness secured hereby, and in such order as the beneficiary may determine.

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4. The entering upon and taking possessics of said property, the collection of such reals, last and profile or the proceeds of firm and other insurance policies or compensations or awards for any taking (or durings of the property, and the application or reases, thereas, thereas

5. The grantor shall notify beneficiary is writing of any sale or con-tract for sale of the above described property and furnian beneficiary on a form supplied is with each personal information economic the purchaser wild ordinarily he required of a new loan applicant and shall pay bete didary a service charge.

6. Time is not the essence of this instrument and upon default by the gantor in payment of any indebuidness secured hereby or in performance of any autoents hereined in the baneficiary may decise will sums secured hereby in autoents hereined is able by delivery to the traitee of written notice of cefault and elevisions to suil the truit property, which index is and elevis in the secure flag of the secure of a state of the secure of a state of the secure of a state of the secure of the

required by law. 7. After default and any time prior to five days before the date set by the Trustee for the Truster's sale, the gran for or other prism so princesd may pay the entire amount then due under this trust deel and by obligations accured thereby liceluding costs and copenase actually incrusted as the entire default of the obligation and trustee's and attorney's fees as tenceding definitions of the obligation and trustee's nucl attorney's fees as tenceding definitions of the obligation and trustee's nucl attorney's fees as tenceding definitions of the prior of the principal as would be then be the and no default occurred and they see the default. After the lapse of such time as may then be required by law following the recordation of said notice of default and pring of said notice of saie, the trustee shall sell said property at the time and place fired by him in said notice of saie, either as a whole or in separate parcel, and is such order as he may de-limited States, physicie at the time of saie. Trustee ray polynous saie of all or say portion of said property by public announcement is such time and place of saie and from time to time threatter may postpone the saie by public an-

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nonncement at the time fixed by the preceding postponement. The trustes shall deliver to the purchaser his deed in form as required by law, convering the pro-perty mo sold, but without any covenant or wurranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfclases thereof. Any person, excluding the trustee but including the grantor 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 compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the interests of the trustee in the trust deed as their interest appear in the order of their priority. (4) The surplus, if any, to the garant of the trust deed or to bis successor in interest entitled to such surplus.

deed or to his successor in interest entitled to such surpus. 10. For any reason permitted by law, the beneficiary may from time to time appoint is successor or successors to any trustee named herein, or to any successor trustee appointed hereiner, then such appointment and without con-server are to the serversor any trustee herein named or appointed hereiner, Each and Subscienting and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

1. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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 artim 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, invres 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 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 mas-culine gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

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

	Seasie M Tagin (SEAL)
	Bessie M. Page
STATE OF OREGON County of Klamath	(SEAL)
THIS IS TO CERTIFY that on this 21st d	cry of June, 19.90 _, before me, the undersigned, a
Notary Public in and for said county and mater.) Bessie M. Page	personally appeared the within named
they executed the same freely and volustarily	al <u>S</u> named in and who executed the foregoing instrument and acknowledged to me that for the uses and purposed therein expressed. my hand and affixed the hotarial seal the day and year last above written. Notary Public for Oregon My commission expires: 7-6-90
Locm No. 090-39-01471	STATE OF OREGON
TRUST DEEL)	County ofKlamath
	I certify that the within instrument was received for record on the 27th
Bessie M. Page	day of, 1990_, (DON'T USE THIS a3:15 o'clockP M., and recorded SPACE: RESERVED FOR RECORDING in book M90 on page 12652
G rant :-	LABEL IN COUN- TIES WHERE
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	USED.) Witness my hand and seal of County affixed.
Bene lictory Atter Recording Return To: 'KLAMATH FIRST FEDERAL SAVILIES	Evelyn Biehn, County Clerk
AND LOAN ASSOCIATION 540 Main Street	By Qaulin Mulindare Deputy
Klanath Falls, OR 97(501	Fee \$13.00
Co be	UEST FOR FULL RECONVEYANCE used only when obligations have been paid.
have been fully paid and settisfied. You hereby and	of all indebiedness secured by the foregoing trust deed. All sums secured by said trust deed a directed, ca payment to you of any sums owing to you under the terms of said trust deed of idences secured by said trust deed (which are delivered to you herewith together with said the parties designated by the terms of said trust deed the estate now held by you under the
	Klamath First Federal Savings & Loan Association, Beneficiary
DATED	1:3
	na se da esta de la companya de la c Esta de la companya de