THIS TRUST DEED, made this .2nd day of ... July ... 19 90 ... between Audie Soyland and Linda Soyland ... Husband and Wife ... 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;

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:

Acct. #3809-028CD-11600 Key #374277 #3809-028CD-11700

#374286

#3809-028CD-11500

#374268

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

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, 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

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 shove described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary 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 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 here screentors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

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 said property; to keep said property free from all countries having precedence over this trust deed; to complete all obtaines in course of construction or hereafter constructed on said premises within six months from the date or hereafter constructed on said premises within six months from the date on the date construction is hereafter commenced; to repair and restore promptly and in good workmaninged or destroyed and pay, when due, all costs incurred therefor may be allow beneficiary to inspect said property allow allow beneficiary to inspect said property allow the property allow said property which may be allow beneficiary to inspect said property allow said property which may be after written notice from beneficiary of to beneficiary withing constructed against to replace any work or materials unsatisfactory to beneficiary withing constructed against premises; to keep all buildings, property and improvements now or hereafter exceted upon said property in good repair and to commit or suffernow or destroyed on said property in good repair and to commit or suffernow or hereafter exceted on said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation, in a sum not less than the original principal sum of the note or obligation, and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary at the sum of the principal pairs of the beneficiary and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary and the premises in the sum of the beneficiary and the premises on the premises of the beneficiary and the premises in the set of any such policy of insurance. It said policy of insurance is

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payment of principal and interest payable under the terms of the note or obligation secured of the note of the note or obligation secured the contract of the note or obligation secured the contract of the note or obligation secured the note of the no

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 intricts and also to pay premiums on all insurance policies upon said property, such payments are to be made through the bene ficiary, as a foresaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against and property in the amounts as shown by the statements thereof 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 by the insurance carriers or their representatives, and to charge said sums to the principal of the loan or to withdraw the sums which may be required from the reserve account, if any, established for that, purpose, and to pay any insurance written or for any loss or damage growing out of a defect in any loss to compromise and actile with any insurance company and to apply any loss, to compromise and actile with any insurance company and to apply any loss, to compromise and actile with any insurance company and to apply any loss in the amount of the indebtedness for payment and satisfaction if 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 may demand, and if not paid 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 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 for shall draw interest at the rate specified in the note, shall be repayable by the light on 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.

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; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding is which 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:

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 such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount of the control of the contr

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 endorsement (in case of full reconveyance, for cancellation), without affecting the consenent of the making of any map or plat of said property; (b) Join in granting 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 an subordination or other agreement affecting this deed or the lien or charge the an authoritation or other agreement affecting this deed or the lien or charge the an authoritation or other agreement affecting this deed or the lien or charge the an authoritation or other agreement affecting this deed or the lien or charge the an authoritation or other agreement affecting this deed or the lien or charge the any reconveyance may be described as the "person or persons legaly 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 parsgraph shall default in the payment of any personal property located thereon. Until granton shall default in the payment of any indebtedness secured hereby or in the payment of any indebtedness secured hereby or located thereon. Until granton shall default in the payment of any indebtedness secured hereby or here. If the property is also profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security

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4. The entering upon and taking possession of said property; the collection useh rents, issues and profits or the proceeds of fire and other insurance policy of compensation or awards for any taking or damage of the property, and application or release thereof, as aforesaid, shall not cure or waive any determined to or notice of default hereunder or invalidate any act done pursuant to

and adjusting of his

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 would ordinarily be required of a new loan applicant and shall pay beneficiary as a service charge.

antor in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any egreement hereunder, the beneficiary may declare all sums second hereby inspection to sell that the delivery to the trustee of written nonthereby insured leaf of the second second

required by law.

7. After default and any time prior to five days before the date set by the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust declaration of the obligations secured thereby (including costs and expenses actually increased in enforcing the terms of the obligation and trustee's and attorney's freat on exceeding ASCO-ESEM other obligation and trustee's and attorney's freat on exceeding ASCO-ESEM other obligation and threstee's and attorney's freat on exceeding ASCO-ESEM other such portion of the principal as would not then be due had no default consuch parties of the principal as would not then be due had no default and thereby cure the default.

8. After the lapse of such time as may the Devil CeC Dy law following trustee shall sell said property at the time and plang freely him in said notice of sails sell said property at the time and plang freely him in said notice of earlier, and hereby him in said notice of earlier, and hereby him in said notice of earlier, and the said property by public announcement at auch time and place of saic and from time to time thereafter may postpone saic of all or saic and from time to time thereafter may postpone the saic by public announcement at auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by public announcement as auch time and place of saic and from time to time thereafter may postpone the saic by a former and place of saic and

nouncement at the time fixed by the preceding postponement. The trac delivar to the purchaser his deed in form as required by law, coaveying perty so sold, but without any covenant or warranty, express or implicatish in the deed of any matters of facts shall be conclusive proof truthfulness thereof. Any person, excluding the truttee but including the 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 trust feed; (3) To all persons having seconded liens subsequent to the interest of the trustee in the trust deed of their priority. (4) The surplus, if any, to the granger of the trust deed or to his successor in interest entitled to such surplus.

deed or to his successor in interest entitled to such surp. 10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without consuccessor trustee appointed hereinder, the latter shall be vested with all title, power and duties conferred upon any trustee herein named or appointed hereinder. Each by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office to the county clerk or recorder of the county or 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 neknow-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 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, inverse to the benefit of, and binds all parties assigns. The term "beneficiary" shall mean the holder and owner, including ledgee, of the note secured hereby, whether or not named as a beneficiary it is deed and whenever the context so requires, the man culine gender includes the feminine and/or neuter, and the singular number in cludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand one seal the day and year first above written. Audie Soyland (SEAL) STATE OF OREGON nda County of Klamath Linda Soyland (SEAL) THIS IS TO CERTIFY that on this 21rd Notary Public in and for said county and state, personally appeared the within named S. 61 FAudie Soyland and Linda Soyland _day of_ July , 19 90 , before me, the undersigned, a to me personally income to be the identical individuals—named in and who executed the foregoing instrument and acknowledged to me that they lexicated the same freely and voluntarily for the uses and purposes therein expressed. IN TEXTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the day and year last above written. IN TESTIMONI in Notary Public for Oregon My commission expires: 22-90 19:000:00 Loan No. ___090-39-01470 STATE OF OREGON) _{ss.} प्राप्त हुन्। जन्म TRUST DEED County of I certify that the within instrument Mr. Aran And Service, many was received for record on the Audie Soyland day of Linda Soyland Co entry pecol (DON'T USE THIS o'clock M., and recorded Granter -(нек <u>рк чиод</u> Эктем**ТО**лиса KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Witness my hand and seal of County After Recording Return To: 05 100 221 TAC 1948S ASH OTHER CREDE TO STATE TO SELECT THE STATE OF TAGGE STATE OF THE Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS ONCE THE POWER VIB OLDER CARD

AND LOAN ASSOCIATION OF THE RELEASE BROWLESS VAN COUNTY

By County Clerk 540 Main Street Klamath Falls, OR 97601 Deputy 53898-35905-11260 REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, _ Trustee

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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 came all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said same) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the

DATE	Total Comments	The state of the s	the last of the control of the con-	Klamath First Feder	al Savings & Loan	Association, Beneficiary
	71.915		. 19 		WHI STATE	

EXHIBIT "A" Legal Description

PARCEL 1

The South half of Lot 5 and all of Lots 6 and 7 in Block 4, WILLIAMS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3809 028CD 11600 3809 028CD 11700

PARCEL 2

The North half of Lot 5 in Block 4, WILLIAMS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3809 028CD 11500 STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record a	at request ofKlamath First Federal S & Ln	. 11	· e
of <u>July</u>	A.D., 19 90 at 3:33 o'clock P.M., and duly	the	day
	of Mortgages on Page 13691	recorded in Vol. 1190	 ,
18.00 FEE	Evelyn Biehn By Dernetha	County Clork	<u> </u>