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: Commencing at the Southwest corner of the SEINE! of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, which point is on the center line of the Merrill-Malin Highway; thence South to a point on the South right of way of said Highway, which latter point is the true point of beginning; thence West along the South right of way line of said Highway 190 feet to a point; thence South at right angles 260 feet; thence East 190 feet, more or less to the East line of Government Lot 6 in said Section 16; thence North 260 feet more or less to the true point of beginning, being a portion of Government Lots 3 and 6 in said Section 16.

Acct. #4112-016DB-00100

Key #110383

"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 rogerner with all and singular the appurienances, tenements, neterinations, rolls, 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 

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 by a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one-note, the beneficiary may refult 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 herein and clear of all encumbrances and that the grantor will and his heirs, free and clear of all encumbrances and that the grantor will and his heirs, free and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

executors 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 read of the property; to keep said property free from all encumbrances having precision of the control of

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 equal to one-twellth (1/2th) of the monthly payments and hereby, an amount equal to one-twellth (1/2th) of the taxes, assessments and hereby, and amount equal to one-twellth (1/2th) of the insurance and other charges due and payable with respect to said property within each succeeding twelve months, and also one-thiety-sixth (1/36th) of the insurance premiums payable with respect and property within each succeeding the years while this trust deed because in effect, as estimated and direct with years while this trust deed because in effect, as estimated and direct with years of the such sums in effect, as estimated and direct with years of the several purposes thereof and shall thereupon be charged to the principal of the several purposes thereof and shall thereupon be charged to the principal of the principal of the several purposes thereof and shall thereupon be charged to the principal of the principal of the principal of the several purposes thereof and shall thereupon be charged to the principal of the principal of the principal of the several purposes thereof and shall thereupon be charged to the principal of the principal of the principal of the several purposes thereof and shall thereupon be charged to the principal of the principal of the several purposes thereof and shall thereupon be charged to the principal of the several purposes thereof and shall thereupon be charged to the principal of the several purposes thereof and shall thereupon be charged to the principal of the several purposes thereof and shall the relation to the principal of the several purposes thereof and shall the relation to the principal of the several purposes thereof and shall thereupon the principal of the several purposes thereof and shall the relation to the principal of the several pur

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 ame begin to bear interest and also to pay premiums on all insurance the ame begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments are not be made through the benepolicies upon said property, such payments are not be made through the benepolicies and all taxes, assessments and other charges levied or imposed against and all taxes, assessments and other charges, and to pay the said property in the amounts as shown the statements thereof furnished and property in the amounts as shown on the statements submitted by insurance premiums in the amounts said property in the insurance carriers or their repressives, and to charge said sums to the insurance carriers or their repressives, and to charge said sums to the insurance carriers or their repressive the sums which may be required from principal of the loan or to work the sums which may be required from in one event to hold the beneficiary responsible for failure to have any insurance written or, for any loss of damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any loss, to manurance receipts upon the obligations secured by this trust deed. If full or upon sale or other acquisition of 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 and other charges and the charge are charged to the principal of the obligation secured hereby.

Should the grantor fall to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefore a 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 grantor on demand and shall be secured by the lien of this trust deed. In this grantor on demand and shall be secured by the lien of this trust deed. In this grantor on the same shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs 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.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, from an expenses of this trust, including the cost of the exarch, as well as the other costs and expenses of the trustee incurred in connection with one 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 benefits or proversing to affect the security hereof or the rights or powers of the benefit and attorney's fees and costs and expenses, including cost of evidence of the and attorney's fees in evidence to the court of the court in any such action or proceeding in which the beneficiary or trustee may appear and in any such rought 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:

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 proceedings, or to make any compromise or settlement in connection with such raking 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 its amount required to pay all reasonable costs, expenses and attorney's fees necessarily pay or incurred by the grantor in such proceedings, shall be paid to the beneficiary sand property of the processarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at 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 beneficiary payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellaton), without affecting the liability of any person for the payment of the indicateness, the trustee may (a) liability of the making of any map or plat tendent enterest, (b) join in granting consent to the making of any map or plat thereon, (c) join in any subordination any easement or creating and restriction the tenon, (c) join in any subordination or other agreement affecting this deer the property. The grantee in any reconvery, without warranty, all or any particular or pressons legally entitled thereto' and ance may be described by matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's free for any of the services in this paragraph shall be RDA mot 1ess than 55.00.

the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's frees for any of the services in this paragraph shall be EUR not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all reats, issues, royalties and profits of the procontinuance of these trusts all reats, issues, royalties and profits of the procontinuance of the strusts all reats, issues, royalties and profits of the procint of the procontinuance of any agreement for any indebtedness secured hereby or in crantor shall default in the payment of any indebtedness secured hereby or including the procontinuance of any agreement hereunder, grantor shall have the right to collect all such reats, issues, royalties and profits agrand profits default by the grantor to default as the procond 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 reflication which is the property of 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 for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid, and apply the reats, issues and profits, including those past due and unpaid and apply the reats, issues and profits, including those past due and unpa

- 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 sforesaid, shall not cure or waire any default or notice of default hereunder or invalidate any act done pursuant to 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 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 shall deliver to the purchaser his 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 or facts shall be conclusive proof of the truthfulness 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 trust deed. (3) To all persons having recorded ilens subsequent to the interests of the trustee. In the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.
- ueru or 60 nis 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 successor 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 duttes conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded the office of 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 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, heneficiary 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 pleduce, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the maculine gender includes the feminine and/or neuter, and the singular number includes the plural.

James W. Cope Transfer DEED  James W. Cope Transfer Deep T	19 90, before me, the undersigned, a named
James W. Cope and Janita D. Cope  personally known to be the identical individual S named in and who executed the same freely and voluntarily for the uses and purposes their tracity of the uses and tracity of the uses a	n named
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The undersigned is the legal owner and holder of all indebtedness secured by we been fully paid and satisfied. You hereby are directed, on payment to you resuant to statute, to cancel all evidences of indebtedness secured by said trust at deed) and to reconvey, without warranty, to the parties designated by the	ONVEYANCE    have   boon   paid.

THUST DEED.

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Klamath First Federal Savings & Loan Association, Beneficiary