

September 19 90 between

THIS TRUST DEED, made this 28th day of September 1990, between Gregory Allin Thede and Patricia Janet Thede, 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: See Attachment for legal description

Account #3910-3000-2200

Key #602226

"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 undivided interest in the appurtenances, fixtures, hereditaments, rents, issues, profits, water rights, easements or privileges, now or hereafter belonging to, derived from or in anywise pertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air conditioning, refrigerating, balancing and air gauge apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and loose n. 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 Seventeen thousand five hundred and no cents (\$17,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or credit and use by the grantor, principal and interest being payable in monthly installments of \$198.90 commencing November 19,

This trust deed shall secure the payment of additional money, if any, as may be incurred, heretofore by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note or note. If the indebtedness accrued by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon any and/or part of any payment of one note and paid on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary, 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.

The grantor covenants and agrees to pay said note according to the terms hereof and, therefor, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-existed with this trust deed; to complete all buildings in course of construction or otherwise constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore property and to good working order any building or improvement on said property which may be damaged or destroyed by fire, wind, storm, accident or damage to the property to be repaired or restored at all costs and expenses thereto, to the benefit of the beneficiary, and to make satisfactory to the beneficiary within fifteen days after written notice from beneficiary of any damage or defect any building or improvement now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit no injury or damage to said buildings, property and improvements now or hereafter erected on said premises continuously during the period of time required, to the extent of loss by fire or lost other hazards as the beneficiary may from time to time require, to a cost not less than the original principal sum of the note or obligation secured by this trust deed, plus one-half of the expenses of insurance to the beneficiary, and to deliver the original policy of insurance in original form and with unexpired and payable clause in favor of the beneficiary, satisfied and with premium paid, as the principal place of business of the beneficiary at least fifteen days prior to the maturity date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may, in its own discretion, take insurance to the benefit of the beneficiary, which insurance shall be nonassessable by the grantor during the said term of the policy thus obtained.

It shall be possible regularly for the prompt payment of said taxes, assessments and other charges and interests hereinabove mentioned, the grantor agrees to pay to the beneficiary, together with and in addition to the actual payments of principal and interest hereinunder under the terms of the note or obligation secured by this trust deed, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property in each year, upon payment of the same to the beneficiary within one month of the date of the payment of the principal and interest hereinunder, and also one-twenty-fourth (1/24th) of the taxes, assessments and other charges due and payable with respect to said property in each year, upon payment of the same to the beneficiary within one month of the date of the payment of the principal and interest hereinunder, and that therefrom be charged to the principal of the note or note, at the option of the beneficiary, the same to said note to be held by the beneficiary, to be used as a reserve account, without interest, to pay said government taxes, assessments or other charges when they shall become due and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied or imposed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies 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 for the amounts as shown by the statement of taxes and assessments of each taxing assessment or other charge, and to pay the insurance premiums on all insurance policies on said property, and to charge said sums to the account of the grantor or their representative, and to charge said sums to the grantor off his loan or to withdraw the sums which may be required from the account account if any, established for that purpose. The grantor agrees to do all that is to be done by the beneficiary for failure to do so, to say, loans and written, to pay for any loss or damage growing out of insurance policy, and the beneficiary hereby is authorized, to do and to apply any and all funds received upon the abdication secured by this trust deed. In case the beneficiary receives upon the abdication secured by this trust deed, in full or upon sale or other disposition of the property by

deficit, any balance remaining in the reserve account shall be credited to the beneficiary. 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 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 the grantor on demand and shall be secured by the lien of this trust deed. In 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.

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; the expense of all legal defense, any action, proceeding, or proceeding to effect the security or the rights or interests 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 in 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 with such taking and, if so elected, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and to be necessarily 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.

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 liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plan of said property; (b) join in granting any easement or creating and restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantor in any reconveyance may be described as "a person or persons lawfully entitled thereto and to the rights thereof, of any matters or facts shall be conclusive proof of the transfer thereof. Trustee's fees for any of the services in this paragraph shall be ~~less~~ not less than \$5.00.

3. As additional security, grantor assigns to beneficiary during the existence of this trust all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement between grantor and trustee shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon such default by the grantor hereunder, the beneficiary may at any time, without notice, either in person or by agent or by registered mail, be appointed by a court and without regard to the adenction of any security for the indebtedness hereby secured, enter upon and take possession of the property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

20134

A parcel of land situated in the SE $\frac{1}{4}$ of Section 30, Township 39 South, Range 10 E.W.M., more particularly described as follows:

Commencing at the quarter section corner common to Sections 29 and 30, said Township and Range; thence S.0°18'51"W. along the East line of said Section 30, a distance of 381.9 feet; thence S.89°22'40"W. a distance of 30.0 feet to the West line of Reeder Road and the true point of beginning of this description; thence S.88°52'20"W. a distance of 1305 feet to the Northeast corner of parcel, described in Volume M79 page 20479, Deed records of Klamath County, Oregon; thence S.0°18'51"W. along the East line of last mentioned parcel, a distance of 414.69 feet to the Southeasterly corner thereof; thence N.47°50'E. a distance of 76.69 feet to a 5/8 inch iron pin; thence N.82°28'30"E., 1072.00 feet to a 5/8 inch iron pin; thence S.34°30'E., 37.23 feet to a 5/8 inch iron pin; thence N.89°42'E., 124.45 feet to a 5/8 inch iron pin on the West boundary of Reeder Road; thence N.0°18'51"E. along said road boundary 356.52 feet to the true point of beginning.

Acct. #3910-3000-2200 Key #602226

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal the 4th day
of Oct. 1990 A.D. at 3:35 o'clock P.M., and duly recorded in Vol. M90,
of Mortgages on Page 20132.

Evelyn Biehn, County Clerk

By Suzanne Mullendore

FEE \$18.00