提供是Glenn R. Smith 非主义。所谓是其实为了是形式。

....., as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEI)TRAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United littes, as beneficiary:

WITNESSETH:

The granter irrespectably grants, bargains, sails and conveys to the trustee, in trust, with power of sale, the property in Klaskith. County Oregon, described as:

Lot 6; Block 306, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, Statu of Oregon, EXCEPT that political recorded in Volume 126 at page 587, Deed Records of Klamath County, Oregon described as follows:

Beginning at the Northeast corner of Lot 6; thence South 120 feet along the lot line to the Southeast corner of Lot 6; thence West 4.7 feet; thence North 2° 15' East, 120 feet to the point of beginning.

Acct. #3809-33DD-6600

Key #633737

TUNDER ORIGON LAW, MOST ACREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTHE 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 MUSIC 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, renements, hareditaments, rents, issues, profits, water rights, easements or privileges now or herealther belonging to, derived from it in anywise apperlaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, teltigerating, viatering and trige ion apparatus, occupent and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-well carpeting and line eum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all inerest therein which the granter has or may horeafter acquire, for the purpose of securing perfermence of each agreement of the granter herein car being and the payment of the sum of eighty and no cents—

18.73.50.00 Dollars, with interest therein is cording to the terms of a promissory note of even date herewith, payable to the beneficiary or ider and made by the granter, printing and interest being payable in monthly installments of \$ 164.81 commencing to the terms of a promissory note of the sum of the

This trust deed shall further secure the payment of each a ditional money, if any, as may be based hereafter by the based-lary, to the practor or others having an interest in the thore described property, as may be evidenced by more than one note, the helicities necessary by this trust deed is evidenced by more than one note, the hereaftency may uredit payments received by its upon any of sail notes or part of any payment on one note and part on another, as the braviletary may elect.

The grantor bereby openants to and with the trustee and the teneficiary berein that the said provides and properly conveyed by this trust deed are free and treat of all cerumbrances and that the grantor will and his heirs, executers and maintainstrates shall warrant and defend his said tills thereto spaints; the claims of all persons whomsover.

The grander covenants and agrees to gay said note according to the terms thereof use, when due, all these, assersments and other charge slevid against said property to keep said property free from all encumbrances having precedence one that the said preparty free from all encumbrances having precedence one that the date constructed on said premises within six nonths from the date hereof or the date constructed in a hereof continuous precedence of the date constructed in a hereof continuous precedence of the date constructed in a hereof continuous precedence of the date construction in hereafter commenced; to repair and restore precased in one of the date construction in hereafter commenced; to repair and restore precised therefor; the above hearbilly to impect said property at all most linear ed therefor; the above hearbilly work or destroyed and par, when the all means income the therefor; the above more fall of the said property at a series of the feature of destroyed after written botton first hereafted an all most continuous and impreciated the hearth of destroyed and part of the date continuous and income means now hereafter specied upon said property in stord repair and the control or autification of the heafter specied upon said property in stord repair and the control or autification of the heafter specied upon said property in the date of the property of the first of the property of the pro

In where to provide regularly for the prompt payment of sold term, assessments are when drarges and hearmers presidents, the gratter a green to pay to the benefitiary. Legether width and is addition to the most of organizes consider the terms of the noise of originates secure bereign, its anneast equal to accessely, the anneast equal to accessely, the anneast equal to accessely, the same appears to accessely, the same payable with respect to said property with he nest succeeding twelve assembly, and also see thirty-sixtle (1/38th) of the laser, assemments and payable with respect to said property with its each succeeding travely premiums payable with respect to said property with its each succeeding three years while this travel-lead translaw in effect, as estimated and directed by the beefficiary, such sums to be tredited to the principal of the loan; said, required for the several purposes thereof and shall thereupen be charged to the principal of the loan; said, it the appliant of the beneficiary, the sums are paid whall be beld by the beneficiary in trust is a reserve account, without laterst, to pay said premium; trace, assessments or other diarges when they shall become due and payable.

While the grantor is to pay any and all taxes, statesuments and other chargest letted or assessed against, said property, or any part thereof, before the same begin to hear interest and also to pay premiums in all insurance political year and property, such payments are to be inside Prounds the beneficiary, as afforested. The grantor hereby authorizes the beneficiary to pay any sind all taxes, assessments and other charges levied or imposed against said property in the amounts and 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 authorited by the insurance carriers or their representatives, and to charge I ald sums to the principals of the loan or to withdraw the sums which stay is required from the resters account, if any, established for that purpose, The grantor agrees is no evers to hold the beneficiary responsible for falls to be have any insurance traits nor size any loss or damage, growing out, of a defect in any, insurance traits nor size any loss or damage, growing out, of a defect in any summer is the promise and stitle with any insurance company in 20 deck in any such issurance receipts upon the obligations secured by this trust deed. In full or upp a 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 its they become due, the grantor shall pay the deficit to the beneficiary positionally 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, this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said properties 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 trustree 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, iscluding 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 foreckee this deed, and all said sums shall be secured by this trust feed.

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:

It has 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 it so elects, to require that all or any portion 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 applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the enfelciary is such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to lake 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 cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consect to the making of any map or plat of said property; (b) Join in granting any easement or creating and restriction thereon, (c) Jois 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 grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recutals therein of any matters or facts shall be canclusive proof of the truthfulness, thereof. Trustee's less for any of the services in this paragraph shall because.

not less than \$5.00.

truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be the continuous the continuous the continuous the continuous continuous the continuous co

- i. The extering upon and taking presention of still per-sist in take, busines and profits or the proceeds of fire and or being or exempessation or streams for any taking or during of the uppl taken or release thereof, as alternated shall up to the fact, or notice of default hereunder or invalidate 127 Actions to the contract of the property, the collection and other historians pol-ge of the graperty, and a mris or waive any do act dome surround to
- It The grantor shall notify beneficiary in writing of any side or contract for sale of the above described property and ibrain's beneficiary on it form may be suffered by the sale of the above described for the purchaser would of than ity be required of a new last applicant and it all pay beneficiarly a service charge.
- a series contract.

 It Time is of the essence of this instrument and upon default by the gratice in payment of any indebtedness secured hereby or in performance of any agreement theremore, the besefficiary may declare all summi secured hereby interdisted due and payable by delivery to the trustee of written botto of default and excito at set the first property, which notice frustry shall cause to be did if the forement. Epon delivery of said notice of its nutries derivative shall cause to be been ficiary shall deposit with the trustee this trust deed and all promiser; the been ficiary shall deposit with the trustee this trust deed and all promiser; said someoness expenditures secured hereby, whereupon the retainers shall fix the time and place of sale and give notice thereof as their required by law.
- I. After default and any time prior to five days before the date set by the Trustee for the Trustee's after the granter is other person so privileged may pay the entire amount then due used this trust deed and the unitatives secured thereby including coats and expects actually located is reforming the terminal of the Silignification and trustee's and attorney's feet are trusted shall shift other than and may thereby including a would be the principal as would be the secured to the shift of the secure of the principal as would be the secure of the secure of

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 covenint or warranty, express or implied. The recitals in the deed of any matters or facts shall be condicates proof of truthfulests thereof. Any person, excluding the trustee but including the granter and the beneficiary, may purchase at the sale.

- 8. 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 liens 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.
- gred or to his 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 successors to any trustee named herein, or to any successor trustee appointed bersunder. Upon such appointment and without conveying to the successor trustee, the latter shall be reated with all title, powers and duties 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 in 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, beneficiary 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 pleadage of the note secured hereby, whether or not named as a beneficiary

| | ~17 | and seal the day and your first above written R. Smith |
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| TRUST DEED Glenn R. Smith | EPICE: RESERVED FOR RECORDING LABEL IN COUN- | I certify that the within instrume was received for record on the 8th day of |
| TRUST DEED Glenn R. Smith Grants | EPICE: RESERVED | I certify that the within instrume was received for record on the 8th day of Oct. , 19 90 at 3:27 o'clock M., and record in book M90 on page 20. Record of Mortgages of said County. |
| Glenn R. Smith Grants TO Grants TO KAMATH FIRST FEDERAL SAVINGS | EPICE RESERVED FOR RECORDING LABEL IN COUN- | County ofKlamath |
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| Glenn R. Smith Grants TO K'AMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Benefician/ | EPICE RESERVED FOR RECORDING LABEL IN COUN- | I certify that the within instrume was received for record on the 8th day of |
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| Glenn R. Smith Grants TO Grants TO Grants KAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Benefician Kent To: KLAMATH FIRST FEDERAL SAVINGS | EPICE RESERVED FOR RECORDING LABEL IN COUN- | County of Klamath SS. I certify that the within instrume was received for record on the 8th day of Oct., 19.90 at 3:27. o'clock M., and records in book M90 on page 20: Record of Mortgages of said County. Witness my hand and seal of County affixed. Eyelyn Biehn County Clerk |
| Glenn R. Smith TO Grants TO Grants TO Grants TO Grants TO Benefician Line: Rectading Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION | EPICE RESERVED FOR RECORDING LABEL IN COUN- | County ofKlamath |

.. Trustee TO: William Sisemore. _

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed in here been fully poid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or part and to statute to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you berewith tagether with said trust deed and to reconvey, without warrants, to the parties destinated by the terms of said trust deed the estate now held by you under the

Klamath First Federal Savings & Loan Association, Beneficiary

DUID

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