139.4-2

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seir-Chris A. Beegle and Mickey L. Beegle

Husband and Wife 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:

Lot 6, Block 14, Tract No. 1071, FIRST ADDITION TO THE MEADOWS, in the County of Klamath, State of Oregon. ennerse ing i te genera

> Acct. #3909-11CD TL 2400 Key #556491

"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 assumbed 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 well-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 hemeilclary 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 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 heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

against the claims of all persons whoinsoever. 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 fraudidings in course of construction or hereafter constructed on said premetre albuildings in course of construction or hereafter constructed on said premetre within Six months from the date hereof or the date construction and the charges having pre-prompily and in goh may be damaged or destroyed and pay, when due, all is and property within filteen days after written notice from beneficary to the metrod or to remove or destroy any work or materials unsatisfactory to beneficiary within filteen days after written notice from beneficary of such fact; not to remove or destroy any building or improvements now or hereafter erected upon asid property in good repair and improvements now or hereafter erected upon asid property in good repair and improvements now or hereafter erected upon asid property in good repair and improvements now or hereafter erected upon asid property in good repair and improvements now or hereafter erected upon asid property in good repair and improvements now or bereafter erected on asid primises; to keep all buildings and improvements now by fire or such ofter hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or colligation secured by this trust deed, in a company or companies acceptable to the bene-ficiary, and to deliver the original policy of insurance. If said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the beneficiary may in its own discretion obtain insurance to the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in it

In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums; the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the nonthly payments of dereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property within each succeed-ing twelve months, and also one-thirty-sixth (1/32th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the toan until required of the loan; or, at the option of the beneficiary, the withou histors, to pay she when they and shall thereupon be charges updid shall be held by the beneficiary in trust as a reserve account, withou histors, to pay shall be and payable.

and payable. While the grantor is to pay any and all taxes, missessments and other charges leveled or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premisuus on all insurance policies upon said property, such payments are to be made through the bene-licitary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges leveled or imposed against aid property in the amounts as shown by the statements thereof furmised 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 principal of the loan or to withdraw the sums which may be grantor agrees in no event to hold the beneficiary responsing out of a defect in any in-surance policy, and had bettle with any insurance down for a defect in any in-surance policy, and and bettle with any insurance down and to apy insu-tions, the ompromised by upon the obligations secured by this with a down any insur-surance the samount of the indebtedness for payment and satisfaction in 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 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 there-for shall draw interest at the rate specified in the note, shall be represented by the grantor on demand and shall be accured by the line 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.

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 truster incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; ito appear in and defend any action or proceeding purporting to affect the secur-ity 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 in which the beneficiary or trustee may appear and in any suit brought by bene-ficiary 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 emiment domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or delend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elect, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount re-quired to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the granitor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expensed and attorney's fees necessarily paid or incurred by the heneficiary 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 exceute such instruments as abal-tice necessarily in obtaining such compensation, promptly upon the beneficiary's are applied upon the indebtedness recurred hereby; and the grantor agrees, at its own expense, to take such compensation, promptly upon the beneficiary's are applied upon the indebtedness recurred hereby; and the grantor agrees, at the necessarily here and from time to time.

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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 pol-letes or compressation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any de-fault 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 con-tract 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.

a strike thing:
6. Time is of the essence of this instrument and upon default by the granhor in payment of any indebtedness secured hereby or in performance of any sgreement hereunder, the beneficiary may declare all sums essential hereby immediately due and payable by delivery to the trustee of written notices of default and election to sell the trust property, which notice trustee shall cause to sell, the heneficiary may denote this function to sell, the trust property, which deta and election to sell, the heneficiary any deposit with the trustee this frust 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.

required by law. 7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not enceding SECEVIEW; other than such portion of the principal as would not then be due had not default occurred any thereby cure the default. 8. After the lapse of such time as may then be required by law following the recording to the as the obligation for the default on the trustee shall sell said property at the time and pisce fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may de-termine, at public anction to the highest bidder for cash, in lawful money of the United Sites, payable at the time of sale. Trustee may postpone sale of all any portion of sald property by public announcement at such time and pisce of sale and from time to time thereafter may postpone the sale by public an-

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nouncement at the time fixed by the preceding postponement. The trust deliver to the purchaser his deed in form as required by law, coverying perty as sold, but without any covenant or warranty, express or impli-recitals in the deed of any matters or facts shall be condusire proof truthfulness thereof. Any person, excluding the trustee but including the and the beneficiary, may purchase at the sale.

All the obstituting, may putting to the the set of the powers provided herein. If fusion shall apply the proceeds of the trustee's rate as follows: (1) if the expenses of the sale including the compensation of the trustee, and reasonable charge by the attorney. (3) To the obligation secured by it trust deed. (3) To all persons having recorded liens subsequent to it interests of the trustee in the trust deed as their interests appear in it order of their priority. (4) The surplus, if any, to the grantor of the tru deed or to his successor in interest entitled to such surplus. the To the the the the

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trutce named herein, or to any successor trustee appointed hereinder. Upon such appointed hereinder to con-veyance to the successor trustee, the latter shall be vetted with all tilled to be and duties conferred upon any trustee herein named or appointed hereinder. 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 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 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 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 maa-culing 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 and seal the day and year first above written.

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		Chris	K. Gearlo	(SEAL)
		Chris A. B	seegle	
		min.	1 449	12.1
STATE OF OREGON		Madrowski	els a susserie	(SEAL)
County of Klamath }ss	1	Mickey\L.	peedte ?	
10th	of	June	10 91 before me	- b
THIS IS TO CERTIFY that on this 10th day of June , 19 91, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named				
Chris A. Beegle and Mic	key L. Beegl	.e		
to me personally known to be the identical individual they executed the same freely and voluntarily for	<u>S</u> named in and or the uses and pu	who executed the i	foregoing instrument and acknowsed. 7	wledged to me that
IN TESTIMONY WHEREOF, I have hereunto set m		, <b>N</b>		written.
OFFICIAL SEAL	1	11 MARIO	1. Manalle	· · · · · · ·
TRACIE V. CHANDLER	ž i	lotary Public for Or	K Vianan	
(SEAL) NOTARY PUBLIC - OREGON COMMISSION NO. 000112 MY COMMISSION EXPIRES JULY 06, 1984		lotary Public for On ly commission expir		1 P. 1
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Loan No090-39-01519		ST		
		С	county of Klamath	SS.
TRUST DEED		•	· · · · · · · · · · · · · · · · · · ·	
			I certify that the wit	hin instrument
			was received for record	
Chris A. Beegle	president de la transferie		day ofJun	
	(DON'T	USE THIS	at 3:08 o'clock P. M.	• • •
Mickey L. Beegle		ESERVED	in book M91 o	
Grantor		CORDING N COUN-	Record of Mortgages of	• •
100 Grave (d. p. 1 <b>70</b> en la majoria de esse	TIES	WHERE MARY BRAN	necona or mongages or	sala county.
KLAMATH FIRST FEDERAL SAVINGS	leg ga di dagen USI	<b>D,)</b>	Witness my hand and	seal of County
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Beneficiary			Free laws Did alter Com	
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KLAMATH FIRST FEDERAL SAVINGS	19961	양년 61 번날	에는 방법 방법 위험이 있는 것이다. 1997년 1월 1월 1월 1월 1997년 1월 19	County Clerk
AND LOAN ASSOCIATION 540 Main Street		- Los egentes	By Dauline Mullen	dure
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Klamach Falls, OK 97001	Fee \$13.00			
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REQUEST FOR FULL RECONVEYANCE				
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TO: William Sisemore,, Trustee	and the second	and the states		
The undersigned is the legal owner and holder of have been fully paid and satisfied. You hereby are d pursuant to statute, to cancel all evidences of indebted trust deed) and to reconvey, without warranty, to the same.	irected, on payment iness secured by so	to you of any sums id trust deed (which	s owing to you under the terms h are delivered to you herewith	of said trust deed or h together with said
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에 전성 국가 있는 사람은 금요한 것이다. 1997년 - 이번		Klamath First F	ederal Savings & Loan Associ	iation, Beneficiary
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