33935 Anthony L. Havey and Lorna L. Havey, Husband and Wife

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary;

The granter irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in .Klamath . County, Oregon, described as:

Lot ll in Block l of First Addition to Loma Linda Heights according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Acct. #3809 28DB 1600

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 may 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 regetner with all and singular the appurtenances, renements hereditaments, tents, issues, province water rights, easements or privilegas now or hereafter belonging to, derived from or in anywise appertaining to the above described promises and all plumbing, lighting, heating, ventilability, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and figures, together with all awnings, ventilabilities, foor any or provided in connection and the standard or provided in connection and the standard or provided in connection and the standard or provided in connection. beneficiery or order and made to the grant p. 91 September 15

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 Koove described property, as may be evidenced by a note or hotes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may critic payments received by it upon support and one 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 that the said premises and that the grantor will and his heirs, free and clear of ad encumbrances and that the grantor will and his heirs, tree and clear of ad encumbrances and that the grantor will and his heirs, the grantor and administrators shall warrant and defend his said title thereto against the claims of all persons whomseever.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsever.

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 cased on the contraction of the date construction of the date construction of the date construction is hereafter and the incommences having presented on said premises within six months from the date construction is hereafter construction of the date construction is hereafter construction; and in good workneamike manner may building or improvement on promptly and in good workneamike manner may building or improvement on the construction of the date construction; to replace and estroyed and pay, when die, all constructed therefor; to allow beneficiary to haspest said property and property within fifteen days and buildings or improvement one of the constructed on said premises; to keep all buildings and improvement now and the constructed on said premises; to keep all buildings, property and constructed on said premises; to keep all buildings, property and constructed on said premises; to keep all buildings, property and constructed on said premises; to keep all buildings, property and construction of such other harder original principal sum of the time for time required in a sum not less than the original principal sum of the time of the beneficiary, and to delive the beneficiary policy of insurance is not a tendered, the beneficiary may from the original principal sum of the beneficiary may from the original principal sum of the beneficiary may in its off intended properties of the principal piace of business of the beneficiary may in its off intended properties of the principal piace of business of the beneficiary may in its off intended properties of the beneficiary of insurance is not as t

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 settler with and in addition, the monthly payments of the beneficiary and the terms of the monthly payments of the beneficiary and the result payable under the terms of the taxes, assessments and hereby, an amount equal to one twelfth (1/12th) of the taxes, assessments and hereby, and also one thirty sixth (1/2th) of the laxis, assessments and there charges and also one thirty sixth (1/2th) of the loantance primiting the payable with respect to said properly within each succeeding three years which the payment of the form of the payable with the payment of the loan until required for the such arms to the credited to the principal of the loan until required for the saveral purposes thereof and shull therefore be charged to the principal the hereficiary in trust as a reserve account, without interest, to pay said the hereficiary in trust as a reserve account, without interest, to pay said the hereficiary in trust as a reserve account, without interest, to pay said the hereficiary in trust as a reserve account, without interest, to pay said and payable.

While the grantor is to may any and all taxes, assessments and other

while the granter is to pay my and all taxes, assessments and other the same begin to hear interest and property, or any part thereof, before the same begin to hear interest and stop to pay perminent on all towards and property and also to pay perminent on all towards and interest and also to pay perminent on all towards are no be made hemofronty to pay property in the amounts and other charges better the formal payed against any and all taxes, assessments or other therefore the payed against any and all taxes, assessments or other therefore the payed against against the payed agai

default, any holance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges in 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 set the second density of the principal within ten days after such demand, the beneficiary and 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 per-friency may at its option earry out the same, and all its expenditures therefore the stall 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 returned this grantor on demand and shall be secured by the lien of this trust deed. In the grantor on the henchetary shall have the right in its discretion to complete this connection, the henchetary 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.

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, free and expense of this trust, including the cost of title search, as well as the other costs of the trust of the trust of the connection with or enforcing the obligation, and trustee's and structured in connection with or enforcing the order of the beneficiary for trustee; and to pay all costs and expense including cost of evidence of title and attorney's fees in a costs and expense, including cost of evidence of title and attorney's fees in a costs and expense, including cost of evidence of title and attorney's fees in a costs and expense, including cost of evidence of title and attorney's fees in a costs and expense including cost of evidence of title and attorney's fees in the cost of 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 grunter 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 eminence, prosecute in its own memor, appear in or defend any section or proceedings, or to make any compromised entering the connection without proceedings, or to make any compromised or any portion of the money's such taking and, if it so elects to require that are in excess of the amount repayable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily pald or incurred by the granter in such proceedings, shall be paid to the beneficiary or incurred by the granter in such proceedings, and the first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary is such proceedings, and the fees necessarily paid or incurred by the beneficiary is such proceedings, and the fees necessary paid or incurred by the beneficiary is and the granter applied upon the indicatories secured hereby; and the granter agreed as the own expense, to take such actions and execute such instruments as shall at the constant of the processary in obtaining such compensation, promptly upon the beneficiary's request.

be necessity in obtaining such compensation, promptly upon the beneficiary's request.

2. At any trace and from time to time upon written request of the beneficiary, payment of its free and presentation of this deed and the note for enfectary, payment of its free and presentation of this deed and the note for enfectary, payment of its free and presentation of this deed and the note for enfectary, payment of the payment of the indebtednesh without affecting the discount of the making and any map or plat of said property; (i) join in granting only account of the making and restriction thereon, (c.) Join in granting any easement or creams and restriction thereon, (c.) Join in granting on other accounts and the parts of the property. The grantee in any reconvery, without warranty, all or any part of the property. The grantee in any reconvery, without warranty, all or any part of the preson a featily entitled thereto' and the recitals therein any in the parts of facts shall be conclusive proof of the structure of the services in this parts of the property. The shall be accountly, grantor hereby assigns to beneficiary during the structure of these tructually related by the granting of the property of the property of the property of the parts of the property of the parts of the property of the pr

- 6. 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 aforesaid, shall not cure or walve any default on 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 agreement of any indebtedness secured hereby or in performance of any segreement because, the beneficiary may declare all sums secured hereby immediately due and selection to payable by delivery to the trustee of written notice of default and election to only the property, which notice trustee shall cause to be desired to the property of said notice of default and election to sell, the beneficiary shall decosid 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.
- 7. After default and any time prior to five days before the date at 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 exceeding SORD/SOB/SOB and trustee's and attorney's fees not exceeding SORD/SOB/SOB and the portion of the principal as would not then be due had no default occurred and thereby cure the default.

 8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, there as a whole or in separate parcels, and in such order as he may determine at public auction to the highest bidder for cash, in lawful money of the carmine, at public auction to the highest bidder for cash, in lawful money of the carmine at the carmine at

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 heneficiary, 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 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.
- deed 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 hereunder. Upon such appointent and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named of appointed hereunder. Bach 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 or countles 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 proveding in which the grantor, beneficiary or trustee shall be a
 paity 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

any portion of said property by public announcement at such saie and from time to time thereafter may postpone the	tpone sale of all or time and place of sale by public an- cludes the	I the note secured hereby, whether or not named as a beneficiary construing this deed and whenever the context so requires, the master includes the feminine and/or neuter, and the singular number in-plural.
IN WITNESS WHEREOF, said grantor		nd and seal the day and year first above written.
MOUNTAIN TITLE COMPANY, has recorded this		and seat the day and year first above written.
instrument by request as an accommedition only,		illen & Allen
and has not examined it for regularly and sufficiency	ارمین	(SEAL)
or as to its effect upon the title to any real property	Ant	hony L Havey
sharmorboresched therein.		ay tan
County of Klamath ss	Kori	na L. Havey (SEAL)
THIS IS TO CERTIFY that on this 8th day	of August	91
Notary Public in and for said county and state, per	sonally appeared the within	named Anthony L. Havey and Lorna L. Havey
to me personally fraction to be the the		Tibvey
they accorded the standard individual.	named in and who execut	ed the foregoing instrument and acknowledged to me that
TESTIMONY WHEREOF I have hereunto set my	hand and affixed my notari	ial seal the day and was
	<i>/ / /</i>	day and year last above written.
	Lust	ath of Man 1
(SEALE O C	North Public	for Oregon
(SEALE, C)	My commission	
		on expires: 8-31-91
Printer 1988		
Loan No 0103940276		
		STATE OF OREGON
TDI ICT DEED		County ofKlamath
TRUST DEED		Journy ofKramatii)
1		_
		I certify that the within instrument
A		was received for record on the 29th
Anthony L. Havey		day of Aug. 1991
Lorna I U	(DON'T UBE THIS	at 4:22 o'clock P.M., and recorded
Lorna L. Havey	SPACE; RESERVED FOR RECORDING	in book M91
TO	LABEL IN COUN-	in book M91 on page 17352
KLAMATH FIRST FEDERAL SAVINGS	TIES WHERE	Record of Mortgages of said County.
AND LOAN ASSOCIATION	USED.)	Witness mark and the
n .		Witness my hand and seal of County
Beneficiary		dillacu.
After Recording Return To:		Fuelyn Picks
KLAMATH FIRST FEDERAL SAVINGS		Evelyn Biehn
AND LOAN ASSOCIATION		County Clerk

... 19...

Fee \$13.00

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

TO:	William	Sisemore,	 Trustee

DATED:

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

Klamath First Federal Savings & Loan Association, Beneficiary
by

By Daniere Musicandare

Deputy