

TRUST DEED

THIS TRUST DEED, made this 4th day of October
 Ronald P. Reitan and Donna M. Jenkins-Reitan 19 91 between

..... 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:

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 8, Block 37, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath,
State of Oregon.

Acct. #3809-28BC-10300

Key #217553

"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 thereto in anywise connected with the above described premises.

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 wall-to-wall carpeting and linoleum, 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 ten thousand six hundred and no cents (\$10,600.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$113.91 commencing November 5, 1991.

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 a 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 whatsoever.

[illegible]

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 any addition to the monthly payments of principal and interest payable under the deed, the sum of \$100.00 or obligation secured thereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments or other charges payable with respect to said property within each succeeding twelve months, and also one-twelfth (1/12th) of the insurance premiums payable with respect to said property within each succeeding twelve months. The trust deed remains in effect, as estimated and directed by the beneficiary, for the term of years therein expressed, and the principal of the loan shall be paid by the beneficiary, or at the option of the beneficiary, in full at the expiration of the term of years, or at the option of the beneficiary, in installments, as may be agreed upon by the beneficiary in trust as a reserve account, without interest, to be paid by the beneficiary in 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 assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all life insurance policies upon said property, the grantor hereby authorizes the beneficiary, as aforesaid, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges levied or imposed against said property, in the amounts shown on the statements thereof furnished by the insurance company or their representatives, and to charge said sums to the principal of the loan, and to draw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for that purpose. The grantor agrees written or for any loss or damage growing out of failure to have any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, compromise and settle with any insurance company and to the extent of any such insurance proceeds, upon the obligations secured by this trust deed, in computing the amount of 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 or if the principal of the loan is not paid when due, the beneficiary upon demand, and if due, the grantor shall pay the deficit to the beneficiary upon demand, and if due, 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 deed. In any improvements made, the beneficiary shall have the right in its discretion to complete 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 and expenses of this trust, including the cost of title search, as well as the other costs and expenses of maintaining the same, incurred in connection with or arising from the performance of its duties by the trustee or attorney-in-fact, actually incurred; to reimburse any action or proceeding purporting to be taken by the beneficiary hereof or the right of the beneficiary or trustee; and to pay all costs and expenses, including cost of title and attorney's fees in connection with any action or proceeding brought by the beneficiary or trustee may appear and in any suit or proceeding instituted by the beneficiary or trustee to enforce this deed, and all said sums shall be secured by this lien.

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 be given the right to commence, or to cause to be commenced, any and all actions, suits 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 money's required to pay for all reasonable costs, expenses and attorney's fees of the amount re- or incurred by it in such proceedings, shall be paid to the beneficiary in advance and applied by it first upon such proceedings, shall be paid to the beneficiary before necessarily paid or incurred by reasonable costs and expenses and attorney's fees applied upon the indebtedness secured by the property; and the grantor agrees, at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon request.

2. At any time and from time to time upon written request of the bond-
holder, payment of the fees and presentation of this deed and the note for en-
forcement (in case of full recovery, for cancellation), without affecting the
liability of any person for the payment of the same, the trustee may (a)
make any assignment or conveyance of the property, the trustee may (a)
any agreement affecting the property, (b) join in granting
or other agreement affecting the property, (c) join in and
without warranty, all or any part of the lien or charge hereof; (d) recovery,
the realty, shall be described as the person or persons legally entitled to any recovery,
the realty, shall be described as the person or persons legally entitled to any recovery,
truthfulness thereof. Trustee fees for any of the services in this paragraph
shall be ~~xxx~~ not

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the performance of any agreed hereunder, payment of any indebtedness secured hereby in full, all such rents, issues, royalties and profits shall be paid to beneficiary in full, in and including the payment of any indebtedness secured hereby, and shall become due and payable. Upon any default of profits earned prior to default as they become due at any time without notice, either by grantor hereunder, the beneficiary may be appointed by a court, and without regard to the adequacy of any said property, or the profits thereof, in its own name sue for and recover possession of the rents, issues and profits thereon, including those past due and unpaid, and collect 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.

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 aforesaid, shall not cure or waive 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.

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 exceeding ~~the amount provided by law~~ the amount provided by law) not then 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, either 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 United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement 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 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.

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 appointment and without conveyance to the successor trustee, the latter shall be vested 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 power 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 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 masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Ronald P. Reitan (SEAL)
Ronald P. Reitan

Donna M. Jenkins-Reitan
Donna M. Jenkins-Reitan

STATE OF OREGON

County of Klamath } ss

October

19 91

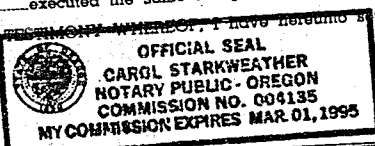
THIS IS TO CERTIFY that on this 4th day of

Notary Public in and for said county and state, personally appeared the within named
Ronald P. Reitan and Donna M. Jenkins-Reitan

to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)



Carol Starkweather
Notary Public for Oregon
My commission expires: 3-1-95

Loan No. 090-39-01545

TRUST DEED

Ronald P. Reitan

Donna M. Jenkins-Reitan

Grantor

TO

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
540 Main Street
Klamath Falls, OR 97601

Fee \$13.00

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 10th day of Oct. 19 91, at 3:02 o'clock P. M., and recorded in book M91 on page 21243. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By *Pauline M. Mendenhall* Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, Trustee

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 same.

Klamath First Federal Savings & Loan Association, Beneficiary

by

DATED:

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