

## TRUST DEED

THIS TRUST DEED, made this 4th day of November 19 91, between  
Tom Keller, Mary A. Keller and Bonifay Yancy not as tennants in common but with right  
of survivorship, 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:

Lot 35 of Perry's Addition to Lloyd's Tract according to the official  
 plat thereof on file in the office of the County Clerk of Klamath County,  
 Oregon.

Acct #3909 11CA 1300

"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 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, 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  
Five Thousand Three Hundred Fifty and No/100 \*\*\*\* (\$ 5,350.00 ) Dollars,

with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and  
 interest being payable in monthly installments of (\$ 56.68 ) commencing December 10, 19 91.

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 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.

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 from all encumbrances having precedence over  
 this trust deed; to complete all buildings in course of construction or hereafter  
 constructed on said premises within six months from the date hereof or the date  
 construction is hereafter commenced; to repair and restore promptly and in good  
 workmanlike manner any building or improvement on said property which may be  
 damaged or destroyed and pay, when due, all costs incurred therefor; to allow  
 beneficiary to inspect said property at all times during construction; to replace any  
 work or materials unsatisfactory to beneficiary within fifteen days after written notice  
 from beneficiary of such fact; not to remove or destroy any building or improvements  
 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 or suffer no waste of said premises; to keep all buildings, property and  
 improvements now or hereafter erected on said premises continuously insured  
 against loss by fire or such other hazards as the beneficiary may from time to time  
 require, in a sum not less than the original principal sum of the note or obligation  
 secured by this trust deed, in a company or companies acceptable to the beneficiary,  
 and to deliver the original policy of insurance in correct form and with approved  
 loss payable clause in favor of the beneficiary attached and with premium paid, to  
 the principal place of business of the beneficiary at least fifteen days prior to the  
 effective date of any such policy of insurance. If said policy of insurance is not so  
 tendered, the beneficiary may in its own discretion obtain insurance for the benefit  
 of the beneficiary, which insurance shall be non-cancellable by the grantor during  
 the full term of the policy thus obtained.

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 and in addition to the monthly payments of principal and  
 interest payable under the terms of the note or obligation secured hereby, 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 succeeding twelve months, and  
 also one-thirty-sixth (1/36th) 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 loan until required for the several purposes thereof and shall thereupon be  
 charged to the principal of the loan; or, at the option of the beneficiary, the sums  
 so paid shall be held by the beneficiary in trust as a reserve account, without interest,  
 to pay said premiums, 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 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 in the amounts as 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 submitted by the insurance carriers or their representatives, and to charge  
 said sums to the principal of the loan or to withdraw 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 failure to have any insurance written  
 or for any loss or damage growing out of a defect in any insurance policy, and the  
 beneficiary hereby is authorized, in the event of any loss, to compromise and settle  
 with any insurance company and to apply any such insurance receipts upon the  
 obligations secured by this trust deed. In computing the amount 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 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; 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, 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 it so elects, 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 applied by  
 it first upon any reasonable costs and expenses and attorney's fees 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.

14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. 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.

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 Retail Installment Contract 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 the neuter, and the singular number includes the plural.

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

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

Victor R. Krieger  
AKA Victor Ralph Krieger Grantor  
Ruth Ann Krieger  
AKA Ruth Ann Krieger Grantor

Grantor

STATE OF OREGON, ) SS

County of Klamath

Personally appeared the above named Victor R. Krieger and Ruth Ann Krieger who declared to me that they executed the foregoing instrument to be their voluntary act and deed.

Before me: Mark R. Whiskel

My commission expires: 12-9-92  
Notary Public

OREGON  
STATE OF WASHINGTON

#### ASSIGNMENT

For value received, Western Builders and Design Corporation Beneficiary herein, does hereby transfer,

assign and set over to American Savings Mortgage Corporation an Oregon corporation, the within Trust Deed and the indebtedness secured thereby.

This 25<sup>th</sup> day of September, 19 91

Dealer Western Builders and Design Corporation  
By Ward J. Miller, Secy

OREGON  
STATE OF WASHINGTON

County of Multnomah ) SS

On this day before me appeared before me Ward J. Miller

Individual(s) Secy [delete inappropriate option] that executed the foregoing instrument and acknowledge such execution be the free and voluntary act and deed of such person, for the uses and purposes described in it [delete the following if inappropriate] and stated on oath that (s)he was authorized to execute it on behalf of the corporation.

Before me: Mark R. Whiskel

My commission expires: 12-9-92  
Notary Public

ASSIGNMENT — FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby sells, assigns, transfers and sets over to ASMC Acceptance Corp., this Retail Installment Contract together with all of Assignor's right, title and interest in and to the consumer goods and other property therein described.

Executed This 1<sup>st</sup> day of November, 19 91

ASSIGNOR:

AMERICAN SAVINGS MORTGAGE CORPORATION

By: Bruce Sh

STATE OF

County of King ) SS

Personally appeared the above named Brent Sherman and acknowledged the

foregoing instrument to be his voluntary act and deed.

Before me: Mary Sherman

My commission expires: Feb 93  
Notary Public

## TRUST DEED

\_\_\_\_\_  
Grantor

TO

\_\_\_\_\_  
Beneficiary

AFTER RECORDING RETURN TO:

AMERICAN SAVINGS MORTGAGE CORP.  
P.O. BOX 2600  
Lake Jackson, TX 77566

STATE OF OREGON

County of Klamath ) SS.

I certify that the within instrument was received for record on the 8th day of Nov., 19 91, at 9:28 o'clock A M., and recorded in book M91 on page 23478 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
County Clerk Recorder

By Pauline M. Anderson Deputy

Fee \$13.00

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)