## 090-59-01582

K-42742 TRUST DEED June Vol.magPage\_14337

92 \_\_\_ between

THIS TRUST DEED, made this 24th day of June

Norman H. Aldinger and Carla M. Aldinger, Husband and Wife

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 County, Oregon, described as: Klamath

A portion of the ElwiwisElNwi on Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly boundary of said ElwiwsElNW; of Section 2, which is North 88°57' East, 330.02 feet and thence North 0°35' West, 1263.82, feet from the Southwest corner of the SE NW of said Section 2; thence North 0°35' West, 79.61 feet, more or less, to the Northeast corner of said ElwiwisElnwi; thence South 89°24' West along the North line of said SEINWI, a distance of 165 feet, more or less, to the Northwest corner of said ElwiwisElnwi; thence South 0°35' East, 49.53 feet; thence South 45°35' East, 42.43 feet; thence North 89°25' East, 135.00 feet, more or less, to the point of beginning.

Account No. 1909 2BD TL 8800 Key No. 517998

'UNDER OREGON LAW, MOST AGREEMENTS, PINIMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FO I PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE FORROWER'S RESIDENCE MUST BE IN WRITING. EXPRESS CONSIDERATION AND 31. 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 unused balance shall become in neclarity due and payable. Which said described real property is not currently used for agricultural, timber or assumption, the entire unitad balance shall become in necraticity due and payable. Which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenences, tenements, here thoments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described or mises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, tog-ther with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lineterm, watering and irrigation apparatus, equipment and fixtures, tog-ther with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linetenst therein which the grantor 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 be reafter arguing for the number of severing performance of each agreement of the avertor has a contribute and the number of the num has or may hereafter acquire, for the number of signific performance of each agreement of the granter herein contained and the payment of the sum of Six thousand five nurdred dollars and No/100 the granter herein contained and the payment of the sum of Six thousand five nurdred dollars and No/100 the granter herein contained and the payment of the sum of Six thousand five nurdred dollars

with interest thereon according to the terms of a profissory note of even data herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments or (\$67.87) commencing August 10 19 92 interest being payable in monthly installments or (\$672.87) commencing

This trust deed shall further secure the payment (I such additional money, if any, as may be loaned hereafter by the beneficiary to the grainform money, and an interest in the above described property; as may be added to be others having an interest in the above described property; as may be added by a note or note. If the indebtedness secured by this trust deed is evidenced by more than one note the beneficiary may could navigate revisited by it wish any of said nations and the beneficiary may credit payments received by it up to any of said notes or part of any payment on one note and part on another, at the beneficiary may elect.

The grantor hereby covenants to and with the trust in and the beneficiary herein that the said premises and property conveyed by this first deed are free and clear of all encumbrances and that the grantor will and his hears, executors and administrators shall warrant and defend his said title frereto against the claims of all persons whomsoeve

require, in a sum not less than the original principal sum of the note or cultiquation secured by this trust dead, 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 attacked and with premium paid, to the principal place of business of the beneficiary at least lifteen days prior to the effective date of any such policy of insurance. It sait policy of insurance is not so rendered the beneficiary may to its own discretion whaten insurance for the benefit tendered, the beneficiary may in its own discretion obtain insurance for the beneficiary, which insurance shall be non-calcellable 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 jrantor 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 interest payable under the terms of the note or obligation secured hereby, an amount interest payable under the terms of the house scheenings and other charges due and equal to one-twelfth (1/12th) of the taxes, askessmants and other charges due and payable with respect to said property within each succeeding twelve months, and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance prent impleyable 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 thereux to 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, a new said premiums, taxes, assessments or other charges when they shall become 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 pen thereof, before the same begin to bear interest and also to pay premiums on all insurance noticies upon said property, such payments are to be made through the beneficiary as afcresaid. 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 othercharges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers of their representatives, and to charge 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 compound and to antity any such insurance receipts upon 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 accountshall 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 grantur shall pay the deficit to the beneficiary upon demand, and if not haid within ten days after such demand, the handficiary 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

Should the grantor tail 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 shall that 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 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 sulf brought by beneficiary to foreclose this deed, and all said sums shall be considered. 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 mutally agreed that:

I. 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 union any reasonable costs and expenses and attorney's fees necessarily paid by the granton or such proceedings, shall be been to the believer's fees necessarily paid 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 the insertious and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2 At any time and from time so time upon written request of the beneficiary, payment of its tees and presentation of this deed and the note his endoursement (in case of full reconveyance, for cancellation), without affecting the it bills. If any terson for the payment of the indebtedness, the trustee may (a) consent to the making of the payment of the indebtedness, the trustee may (a) consent or treation any account or treation any for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property. (b) join in granting any easthern or creating any restriction thereon, (c) join in any subordination or other agreement affecting this dead or the tien or charge hereof; (d) reconvey without warranty; all of any part of the property. The grantee in any communication may be described as the "new in an opening lenally." or the lien or charge hereol; (d) reconvey without warranty, all of an i part of the property.

The grantee in any reconveyance may be described as the "pers in an persons legally entitled therefo" and the recitals therein of any matters or facts shall be conclusive proof of the fruthfulness thereof. Trustee's tees for any of the sen lices in this paragraph.

shall be not less than \$5.00.

3. As additional security, grantor hereby assigns to 1 sneficiary during the continuance of these trusts all rents, issues, royalies and profits if the property affected to this deed and of any personal property located thereon. Until grantor shall default by this deed and of any personal property located thereon. Until grantor shall take the right to collect all such rents, issues, agreement hereunder, shall take the right to collect all such rents, issues, royalites and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at my time without notice, any default by the grantor hereunder, the beneficiary may at my time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness he eby sourced enter upon and take possession of said property, or any part thereof, in its own name sue for otherwise collect the rents, issues and profits, including it ase hast due and unpaid, and apply 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.

as the beneficiary may determine.

4. The emering unon and taking possession of said property, the collection of such rense, 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 note or waive any default or notice of default. as the beneficiary may determine compensation or awatus for any taking or namage or title is openy, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default or recease mercur, as accressing, share not core or waves as a cer-hereunder or invalidate any act done pursuant to such not ce.

15. The granter shall notify beneficiary in writing of a ny sale or contract for sale of the above trescribed property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new fran applicant and shall pay beneficiary a service things.

6. Time is of the essence of this instrument and u son default by the grantor payment of any indebtedness secured hereby or in performance of any agreement of any indebtedness secured hereby or in performance of any agreement hereby detected hereby or in performance of any agreement hereby inmediately due and hereby delivery to the trustee of written notice of i efault and election to sell the trustee payable by delivery to the trustee of written notice of i efault and election to sell trustee property, which notice trustee shall cause to be due filed for record. Upon delivery and the notice trustee shall cause to be due to be another with the trustee of said notice of default and election to sell the henotice's visibility denoted with the trustee. trust property, which notice trustee shall cause to be duly filten for record. Upon delivery of said notice of default and election to sell, the beneficially shall deposit with the trustee this trust deed and all promissory notes and docurrents evidencing expenditures secured hereby, whereupon the trustees shall fix the time and place of sale and must notice thereof as then required by law.

then due under this trust deed and the ribligations 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) other titan such portion and attorney's fees not exceeding the amount provided by law) other titan such portion of the principal as would not then be due had no default occurred and thereby cure

the default.

R. After the lapse of such time as may then be required by law following the R. 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, either as set said property at the time and place fixed by him in said notice of sale, either as set said property at the time and blace fixed by him in said notice of sales, and in such order as he may determine, at public auction 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 highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the United States, payable at the highest bidder for cash, in lawful money of the lawful money of the time of sale. Trustee may postpone sale of all or any portion of said property by public shouncement 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 postponement. The trustee shall deliver to the purchaser his deed in form as the property so sold, but without any covenant or warranty, express by law, conveying the property so sold, but without any covenant or warranty, express for implied. The recitals in the deed of any matters or facts shall be conclusive proof of the trustulations thereof. Any person, excluding the trustee but including the granter and the peneticiary, may burchase at the sale.

and the benenciary, may pursuase 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 lens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority. (a) The surrius, if any, to the granter of the trust deed in the order of their priority. mens subsequent to the interests of the trustee in the number of the interests appear in the order of their priority. (4) The surplus, if any, to the granter of the trust deed in the order of their priority. or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time at 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 tarder shall be vested with all title, powers and duties conterred upon any trustee, the tarder shall be vested with all title, powers and duties conterred upon any trustee herein named or appointed hereunder. Each such appointment and substitution trustee herein named or appointed hereunder. Each such appointment and substitution that he made by written instrument executed by the beneficiary, containing reference 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 counties in which the property is situated, 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.

shall be continuously proof of proper appointment of the successor musice.

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 granter handledge or trustee shall be a party unless such action or 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.

proceeding is product by the mustre.

12. This deed applies to, hours to the benefit of, and binds all parties hereto, their heirs, legates devisees, administrators, executors, successors and assigns. The term "bonsticiary" shall mean the holder and owner, including pledgee, of the note term "bonsticiary" 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 mascurine gander includes the feminine and/

if said future of and all profitisory trots and the time and place of said this trust deed and all profitisory the trustees shall fix the time and place of said secured hereby, whereupon the trustees shall fix the time and profit for the date set by the trustees thereof as their day time prior to five days to flore the date set by the trustees and the set of any time prior to five days to flore the date set by the entire and the set of any time prior to five days.	trustee and whenever the context so requires, the mascuine gender includes the plural.  amount or neuter, and the singular number includes the plural.
his trust used, whereupon the trustees state secured hereby, whereupon the trustees state secured hereby as then required by tax.  7. After default and any time prior to five days b flore the date set by the trustee's sale, the grantor or other person so privileged may pay the entire artificial trustee's sale, the grantor or other person so privileged may pay the entire artificial trustee's sale, the grantor or other person so privileged may pay the entire artificial trustee's sale, the grantor or other person so privileged may pay the entire artificial trustee's sale, the grantor of other person so privileged may pay the entire artificial trustee's sale.	amount or neuter, and the same written and seal the day and year first above written (SEAL)
IN WITNESS WHEREOF, said grantor has necessions	A CANAL AND A CALLED AND A CALL
STATE OF OREGON SS	Carla M. Aldinger 92 before me, the undersigned, a
County of Klamath	June  ed the within named Norman H. Aldinger and
Notary Public in and for said county and states M. Aldinger	named in and who executed the foregoing instrument and acknowledged to me that executed the same treatly and voluntarily for the uses and purposes therein expressed.  Executed the same treatly and voluntarily for the uses and purposes therein expressed.
to me personally known to be the identical individual ( s ) n	named in and who executed the same freely and voluntarily for the uses and purposes and purposes and purposes and affixed my notarial stall the day and year last above written.  All the day and year last above written.
TESTILON TESTILING VE hi faunto sewity	1 July
100 col 122 1994 1	/EN COMPASSOR FOR
(SEAL)	County ofKlamathinstrument was
Loan No. 39-01582 TRUST DEED	received for record on the July 19 92
Norman R. Aldinger	at 3:470'clock P. M., and recorded
Carla M. Aldinger	
	LABEL IN COUNTIES Witness my hand and sour
AND LUAN ASSOCIATION Beneficiary	를 깨었다. 생님, 이번 문 본 등이 도둑지를 받았다면서 그렇게 되었다. 그는 이 아니는 사람들이 되는 것이다.
After Recording Return To:  KLAMATH FIRST FEDERAL SAVINGS  AND LOAN ASSOCIATION	By Drulene of Begun
AND LONG AS 97 07601	Fee \$15.00
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return to: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 540 Main Street	Evelyn Biehn County Cl

REQUEST To be used	FOH T	oblicati	ons ha	ve bec	n paid.
To be used	Gilla Mue.	COMM			

Instead

Ins and saustied. You hareby 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 receivey, without warranty, to the parties designated by the barries of call trust debt the saids are hard by you under the parties.

by the terms of said trust debt the astate now held by you under the same.