2003 09-19-94A1):44 RCVD SS376

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THIS TRUST DEED, made this 12:11 day of September 1:10 made this 2:11 day of September 1:10 da

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19<u>94</u> between

, as grantor, William Sisemore, as trustee, and KCAMATH FIRST FEDERAL SAVINGS ALID LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States,

WITNESSETH:

The grantor irrevocably grants targains, sells and conveys to the trustee, in trust, with power of sale, the property \_ County Oregon, described as:

Lot 36 of Piedmont leights, according to the official plat thereof on file in the office of the County Clerk of Clamath County, Oregon. Account #39(9-10A-1900 Key#510058

"UNDER OREGON LAW, MOST AGREEMENT; PROMISES AND COMM TMENTS 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 parable. Which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurt enances, tenements, nereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above describer premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fit tures together with all aw ings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter in talled in or used in connection with the above described premises, including all interest therein which the grantor

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has or may hereafter acquire, for the purpose (f sec ring performance (f each agreement of the grantor herein contained and the payment of the sum of Nine thousand two hundred and No/100) (\$ 9,200.00 ) Dollars, with interest thereon according to the terms of a promissiony note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and October 20

interest being payable in monthly installments of (\$ 98.86) cor mencing This trust deed snall further secure the paymer t of such additional money if This trust deed shall further secure the paymert of such additional money of any, as may be loaned hereafter by the beneficiary to the prantor or others having an interest in the above described property, as may be evidenced by a note or not as, if the indebtedness secured by this trust deed is evidenced by more than one not te, 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. Is the beneficiary may elect.

The grantor hereby covenants to and with the tru stee at d the beneficiary her in 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 there o against the claims of persons whomsoever.

The grantor covenants and agrees to pay said note coording to the terms thereof and, when due, all taxes, assessments and other charges levied against  $s_{\rm c}$  id property; to keep said property free from all encumbrances aving precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the late hereof or the dele construction is hereafter commenced; to repair and restore promptly and in good construction is hereafter commenced; to repair and restore promptly and in got d 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 firteen cays after written notice from beneficiary of such fact; not to remove or destroy any building or improvements. 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 insure to against loss by fire or such other hazards as the beneficiary hay 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; coept-ble to the beneficiary and to deliver the original policy of insurance in correct for no and with approve loss payable clause in favor of the beneficiary attached and with permium paid, it the principal place of business of the beneficiary at least fifthen 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 obt in insurance for the beneficiary the principal place of the beneficiary may in its own discretion obt in insurance for the beneficiary the principal place of the beneficiary that he promote beneficiary which insurance shall be non-cance lable by the grantor during the full term of the policy thus obtained.

In order to provide regularly for the prompt paymen of said taxes, assessments In order to provide regularly for the prompt paymen of said taxes, assessments or other charges and insurance premiums, the grai for airress to pay to the beneficiarly, together with and in addition to the monthly payments of principal are interest payable under the terms of the note or obligation secure 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 verse while this trust the attemption in officer. also one-unity-start (1750th) of the misurance premiums payable with respect to said properly within each succeeding three years while this trust die deformation 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 there of and shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the sums considerable he held by the heart since in the principal considerable without interest. so paid shall be held by the benealizary in trust as a reserver account, without interest, to pay said premiums, taxes, assessments or other charg is which they shall become due and payable.

While the grantor is to pay any and all taxes, asses ments and other charges levied or assessed against said property, or any part then of, 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 atcresaid. The granto hereby authorizes the beneficiary to pay any and all taxe; assessments and other

- , 19 <u>94</u> charges levied or imposed against said property in the amounts as shown by the 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 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 receibts 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 grantor shall pay the deficit to the beneficiary upon demand, and if not nair within ten days after such demand, 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 premery as in its 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 trusto incurred in contact and the cost of title search. 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 mutally agreed that:

The interior 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 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.

case of full reconveyance, for cancellation), without affecting the liability of any person 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 easement of creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien of charge he reof; (d) reconvey without warranty; all or any part of the property. The grantee in any reconveyance may be described as the "person or parsons legally emitted thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property iffected by this deed and of any personal property located thereon. Until granto shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder grantor shall have the right to collect all such rents, issues. rovalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time v ithour 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 hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid. and apply the same, less costs and expenses of operation and collect on, ir cluding 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 colle tion of such rents, issues and profits or the proceeds of fire and other insurar ce po cies 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 or 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 or into in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immed ately que and payable by delivery to the trustee of written notice of default and elect on to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon lelivery 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

2. At any time and from time to time upon written request of the ben-ficiary. Then upon inder this trust deed and the obligations secured thereby fincibiling costs payment of its fees and presentation of this deed and the note for an lorsement (in. 4 and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorn by's fees not exceeding the amount provided by law) other than such portion of the principal as would not then be due had no default occurred and thereby cure

> At er the lapse of such time as may then be required by law following the recordanto 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 sa 3. 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 postponer lent. The trustee shall deliver to the purchaser his deed in form as required by law, co weying 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 trut fulness 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 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 a iccessor in interest entitled to such surplus.

> 10 F  $_{\rm P}$  r any reason permitted by law, the beneficiary may from time to time appoint a success  $_{\rm P}$  or successors to any trustee named herein, or to any successor trustee appointed rereunder. 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 he ein 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 or notusive proof of proper appointment of the successor trustee.

> 11. If ustee 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 here 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 "ben-aficiary" shall mean the holder and owner, including pledgee, of the note secured hireby, whether or not named as a beneficiary herein. In construing this deed and when wer the context so requires, the masculine gender includes the feminine and/ or neuter, and the singular number includes the plural.

first above written. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and ye STATE OF OREGON Id C. Renie (SEAL) County of Klamath Sandra K. Renie THIS IS TO CERTIFY that on this 12th day of 3eptember 19 94 before me, the undersigned, a Notary Public in and for said county and state, personally app ared the within named Donald C. Renie and Sandra K. Renie to me personally known to be the identical individual ( S ) named in and who executed the foregoing instrument and acknowledged to me that executed the same freely and voluntarily for the uses and purposes therein expressed. thev IN TESTIMONY WIEDERS, have herevery continue and affined my notarial seal the day and year last above written GEORGE L HALL NOTARY PUBLIC - ORECION COMMISSION NO.0250 52 Notar / Public for O MY COMMISSION EXPIRES AUG. 21, 19 (SEAL) My c: mmission expires: STATE OF OREGON देश । अभिकास 0903901692 Loan No SS. Klamath County of \_\_\_\_ TRUST DEED I certify that the within instrument was received for record on the 19th day of Donald C. Renie 800 Sept Sept \_ , 19 <u>\_ 94</u> Sandra K. Renie at 10:440'clock \_\_A .M., and recorded in (DONT'T USE THIS book <u>M94</u> on page <u>29428</u> SPACE: RESERVED Grantor FOR RECORDING Record of Mortgages of said County. TO LABEL IN COUNTIES KLAMATH FIRST FEDERAL SAVINGS - 92 WHERE USED.) Witness my hand and seal of County affixed. AND LOAN ASSOCIATION ា ១០នី Beneficiary Evelyn Biehn, County Clerk After Recording Return To: County Clerk KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION 114.0 540 Main Street Deputy Klamath Falls OR 97601 315.00 Fee REQUEST FOR FULL RECONVEYANCE To be used only when obligations he re been paid.

TO: William Sisemore, Trustee The undersigned is the legal owner and holder of all indebtedn iss 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 oving 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 here with 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

DATED:

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