Afte: recordia; please return to Klanith First inderal Stants of 2300 Madison Street Klanith Falls, OR 97603 976 TRU: I DEED Wei M910 Page 19734 June June June Page 9809 9809 9809 19734 between DOUGLAS E. TOFELL and KAREN L. TO TELL, Husbind and Wife 33 1 100 eat at 1997 East of the second 20017 KLAM ATH FIRST FEDERAL SAVINGS AND LOAN / SSOCIATION, a corporation organized and existing under the laws of the United States, Maria negala si pranci Maria negala di su possi di su poss Possi di su possi d as ber eficiary; 1.54 5 The grantor irrevocably grants, bargains, sells and convers to the trustee, in trust, with power of sale, the property 1115 Klamathase second secon 18 in Lot 7 in Block 2, CASCADE PARL, ccording to the official plat thereof on file in the office 29 of the County Clerk of Klamath County, Oregon. a subscript of the and her of 28.3 C 493 $\sim_{1-5} r_{\rm eff}$ a corre Tax Acct #3909-011BD-04800 Kay 1552075 ability 1 78 5 86.13 CL Provide the contract of the second sec milif. 1 019202 1 1 **THIS DOCUMENT IS BEING RE . CCCHDED TO REFLECT CORRECTED DATE OF TRUST DEED Ch. anay suppe. Anay suppe. ्राः ३२ वि जन्म 11.31 AS JUNE 12, 1996. CT. ka. t: (1) A Company and the second secon 24.5.2 । প্ৰতিশ্বাস প্ৰতিশ্বস (34, 1)20 的复数使用 ta satisf 4 3 1 0 24 R e v neer t UNDER OREGON LAW, MOST AGREEMENTS, 100 Y SES AND COMMIT IENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND THER CREDIT EXTENSIONS WHICH ARE NOT FOR I ERSONAL FAMIL'S IR HOUSEHOLD PURPOSIS OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY IF TO BE ENFORCEABLE." Grantor's performance under this trust deed and note it secures may not be assumed to or be assumed by another party. In the event of an attempted assignment or essumption, the entire unpaid balance shall become Imm e tlately due and pare sle. Which said described real property is not currently used for agricultural, timber or prazi of purposes, together with all and singular the appurte ances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belor ging to, derived from or in anywise appertaining to he above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, uend ging to, derived hold of in anywase appending to be above described premises, and an promoting, agrang, realing, ventility, remaining, tengerang, wate ing and irrigation apparatus, equipment and fidures. ogether with all avin ngs, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shad as and built-in appliances now or hereafter ing aller in or used in connaction with the above described premises, including all interest therein which the grantor charges levied or insposed 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 This trust deed shall further secure the paymant of such additional more , if 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 evid need by a note or inclust. 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 are for any insurance contribution on the delet in the provident prior of the If the indebtedness secured by this trust deed is evidencial by more than one role, the beneficiary may credit payments received by it upon a ny of said notes or part of any payment on one note and part on another, as the beneficiary may elact. In the event to note the beneficiary responsible for failure to have any insurance written or for any loss or clamage 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 stigtaction in full or upon sale or other acquisition of the property by the beneficiary after default, any halance remaining in the receipts accountshall The grantor hereby covenants to and with the truster τ and the beneficiary κ ein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will ind his heirs, executors and additionants shall warrant and defend his said the that to against the clair s of tor payment and soustaction in this 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 The grantor covanants and agrees to pay said not according to the terms the reof and, when due, all taxes, assessments and ther charges levied against said property; to keep said property free from all encuminances having precedence over this trust deed; to complete all buildings in course of construction or her after constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and rest pre-promptly and in 1000, workmanlike manner any building or improvement on sed property which my be da naged or destroyed and pay, when due, all custs in cuirred therefor; to illow be taken to inspect said property at all, times duing or instruction; to replace any work or materials unsatisfactory to beneficiary within fifts in days after written to the firm beneficiary of such fact; not to remove or destroy and building or improvaments all persons whomsoever. 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 (Hydgmand and shall be secured by the lien of this trust deed. In this connection, werk or materials unsatisfactory to beneficiary within fifts in days after written in otice from beneficiary of such fact, not to remove or destroy any building or improvements new or hereafter constructed on said premises; to keep all buildings; prove the said in provements now or hereafter erected upon said premises; to keep all buildings; propert said in provements now or hereafter erected upon said premises; to teep ill buildings; propert said in provements now or hereafter erected on said premises; to teep ill buildings; propert said active the said or the said premises; to teep ill buildings; propert said active teents now or hereafter erected on said premises continuously it sured at anst loss by fire or such other hazards as the buefic ary may from the the fire quire. In a sum not less than the original principal sum of the note-or of the ation secured by this trust deed, in a company or companies in ceptable to the bend clary; and to deliver the original policy of insurance in corract form and with a proved. It is principal place of business of the beneficiary at the at fiftean days fork of the elective date of any such policy of insurance. If said builts of insurance is the said in direct, the beneficiary may in its own discretion ob z in insurance for the enefit of the beneficiary, which insurance shall be non-cance able by the granter furring the densities and shall be secured by the nen of this trust beed, in this connection, the densiticiary shall have the right in its discretion to complete any improvements made of said promises and also to make such repairs to said property as in its spite 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 truste incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend 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 opligation, and trustees and attorney sites actually incurred; to appear in and detend 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 of the beneficiary, which insurance shall be non- and able by the granter turing the full term of the policy thus obtained. and in any suit brought by beneficiary to foreclose this deed, and all said sums shall secured by this trust deed In order to provide regularly for the prompt proment of said taxes, assest ments or other charges and insurance premiums, the gratter agrees to pa_{2} to the teneficiary, together with and in addition to the right promether of principal and the provided teneficiary. 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 Interest payable under the terms of the note or obligation secured hereby, and mount interest payable under the terms of the note or obligation secured hereby, and mount (qual to one-twelth (1/12th) of the taxes, assess menk and other charges the and statements of account. It is mutally agreed that: ravable with respect to said property within ecci sub eeding twelve mont s, and 1. In the event that any portion or all of said property shall be taken under (ayable with respect to said property within e2c1 SU2 econn) weive mont, S, and also one-thirty-sith(1/36th) of the insurance premium: payable with respect to said property within each succeeding three years while this rust dead remains a effect, is estimated and directed by the beneficiary, such sums o be credited to the p incipal of the loan until required for the several purpos is the eof and shall thera pon be sharged to the principal of the loan; or, at the option of the beneficiary, what sums so paid shall be held by the beneficiary in thist as a reserve account, without interest, or paid shall be held by the beneficiary in thist as a reserve becomet, without interest, or paid shall permitting targe accessments or other the new when they shall vectore 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 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 tees 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 necessarily no obtaining p pay said premiums, taxes, assessments or oth ir changes when they shall become jue and payable. While the grantor is to pay any and all tast s, as assments and other sharges levied or assessed against said property, or any sart 3 areof, before the sum e begin to bear interest and also to pay premiums on all in urant e policies upon said r operty, such payments are to be made through the ballefic a y, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all all tasts, assessments a d other

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take such actions and execute such instruments as shall be necessary in obtaining

such compensation, promptly upon the beneficiary's request.

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2. It ing find auf tij it bifte is time mont writtend i fuest of the ber	reficiary. Then due under this trast deed and the obligations secured thereby (including costs
paymeli d the it estand on an initiation of this deed and the pote is conderso case of full reductivey and the angel file fi), without affecting the pay of an	ment-(in) and expenses actually inclused in enforcing the terms of the obligation and thaters
for the reament of the indice edness, the trustee may (a) I blist I to the m	aking of i of the principal as would not then be que had no default occurred and thereby cure
any map or plat of said property; (b) join in granting any i aser 1 integrares restriction hereon, (c) join in any subordination or other agit ene 1 affecting t	his deed 8 After the lanse of such time as may then be required by law following the second
orthelic at rehame hereof (d) reconvey without warranty all or an i art of the t	property. recordation of said notice of default and giving of said notice of sale, the trastee shift 2
The granter in any reconveyance may be described as the " ters of person entitled the reto" and the recitals therein of any matters or lacts half be co	inclusive a whole or in separate parcels, and in such order as he may determine, at public auction
proof of the truthfulness the reof. Trustee's fees for any of the servic s in this pashall be not less than \$5.00.	to the highest bldder 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 sald property by public
3. As additional security, grantor hereby assigns to bet ficiary du	ring the announcement at such time and place of sale and from time to time thereafter may
continuant e of these trusts all rents, issues, royalties and profits of the property	affected postpone the sale by public announcement at the time fixed by the preceding
by this det d and of any personal property located thereon. Julii c antor sha in the pay nent of any indabledness secured hereby or in the parformanc	e of any by law, conveying the property so sold, but without any covenant or warranty, express
agreement hereunder, granter shall have the right to colle it al uch rents royalties and profits earned prior to default as they become due and payab	issues, or implied. The recitals in the deed of any matters or facts shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee but including the grantor the second s
any default by the grantor hereunder, the beneficiary may at any time without	it notice, and the beneficiary, may purchase at the sale.
either in parson, by agent or by a receiver to be appointed by a court, and regard to the adequacy of any security for the indebtedness hareby recured, en	I without 9. When the Trustee selis 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
and take rossession of said property, or any part thereof, in its own name	a sue for sale including the compensation of the trustee, and a reasonable charge by the attorney.
or otherwise collect the rents, issues and profits, including those plist due and and apply the same, less costs and expenses of operation and collection,	including liens subsequent to the interests of the trustee in the trust deed as their interests appear
reasonable attorney's fees, upon any indebtedness secured hereby, and in su as the beneficiany may determine.	ICh Diddel in the order of their priority (A) The surplus if any to the grantor of the trust deed
The entering upon and taking possession of said properly, the coll	ection of
such rents, issues and profits or the proceeds of fire and other in surance p compensation or awards for any taking or damage of the property and the ap	olicies or a successor or successors to any trustee named herein, or to any successor trustee
or release thereof, as aforesaid, shall not cure or waive any lefault or notice	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
hereunder or invalidate any act done pursuant to such notic).	trustee herein named or appointed hereunder. Each such appointment and substitution
5. The grantor shall notify beneficiary in writing of an i sale or contract of the above described property and furnish beneficiary on a form supplied it is	t for sale shall be made by written instrument executed by the beneficiary, containing reference with such to this trust deed and its place of record, which, when recorded in the office of the
personal information concerning the purchaser as would under the requ	ired of a county clerk or recorder of the county or counties in which the property is cituated,
new loan applicant and shall pay beneficiary a service chargs. 6. Time is of the essence of this instrument and upor default by the g	shall be conclusive proof of proper appointment of the successor trustee. rantor in 11. Trustee accepts this trust when this deed, duly executed and acknowledged
payment of any indebtedness secured hereby or in performant of any a	preement is made a public record, as provided by law. The trustee is not obligated to notify any
hereunder, the beneficiary may declare all sums secured hereby hamediately payable by delivery to the trustee of written notice of default and election t	due and party hereto of pending sale under any other deed of trust or of any action or proceeding o sell the in which the grantor, beneficiary or trustee shall be a party unless such action or
trust property, which notice trustee shall cause to be duly file I for record. Upo	n delivery proceeding is brought by the trustee.
of said notice of default and election to sell, the beneficiary stall doi osit with this trust deed and all promissory notes and document: evidencing exp	anditurar 12, 1113 UCCU applies to, indica to the bencht of, and binds the particulation
secured hareby, whereupon the trustees shall fix the time and place of sale	and give their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note
notice the eof as then required by law. 7. After default and any time prior to five days before the date set by the	secured hereby, whether or not named as a beneficiary herein. In construing this deed
for the trustee's sale, the grant or other person so privileged may pay the entit	
IN WITNESS WHEREOF, said grantor has here unity set his ha	ind and s all the day and year first above written /
n an a' fhair an shungan shekar na shekar ta kari ta kari ta bara shekar ta shekar ta shekar ta shekar ta sheka Markar ka gala et ya a kari ta shekar ta s	NO FLIDA
STATE CF OREGON	DOUGLAS E. TOFBLL (SEAL)
ALL ALLES OF RIgmethes of SS second second by Dee	Kart Mill (SEAL)
County of the co	KAREN L. OFELL
THIS IS TO CERTIFY that on this 12th day of	June, 19 96, before me, the undersigned, a
THIS IS TO CERTIFY that on this 12th day of	KAREN L. OFELL
THIS IS TO CERTIFY that on this 12th day of	KAREN L. OFELL June , 19 <u>96</u> , before me, the undersigned, a d the wit in named DOUGLAS E. TOFELL & KAREN L. TOFELL
THIS IS TO CERTIFY that on this <u>12th</u> day of Notary Fublic in and for said county and state, personal rappeare	KAREN L. OFELL June, 19 <u>96</u> , before me, the undersigned, a d the wit in named DOUGLAS E. TOFELL & KAREN L. TOFELL
THIS IS TO CERTIFY that on this <u>12th</u> day of Notary Fublic in and for said county and state, per bnall appeare to me personally known to be the identical individual \$) no	KAREN L. OFELL June , 19 <u>96</u> , before me, the undersigned, a d the wit in named DOUGLAS E. TOFELL & KAREN L. TOFELL
THIS IS TO CERTIFY that on this <u>12th</u> day of Notary Fublic in and for said county and state, personal rappeare to me personally known to be the identical individual s) no they	In the whole executed, the foregoing instrument and acknowledged to me that executed he same free and voluntarily for the uses and purposes therein expressed.
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THIS IS TO CERTIFY that on this <u>12th</u> day of Notary Fublic in and for said county and state, personally appeare to me personally known to be the identical individual s) no they IN TEST MARK REPEUT Dave hereuno strong that and OFREIAL SEAL IN TEST MARK REPEUT Dave hereuno strong TRACIE V. CHANDLEI NOTARY PUBLIC: OREG DN COMMISSION NO. 0331 98 NY COMMISSION EXPIRES JUL 03 193 ;	June , 19 96 , before me, the undersigned, a d the wit in named
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THIS IS TO CERTIFY that on this _12th	June
THIS IS TO CERTIFY that on this _12th	June

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