

40980

MTC 1290-  
TRUST DEEDVol. 1997 Page 21940  
19 97THIS TRUST DEED made this 8th day of July  
Jon N. Manning and Sheryl Manning Husband and wifeas 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 96, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, according to the  
official plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

Tax Acct #3809-034CB-01100

AMERITLE, has recorded this  
instrument by request of an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

"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  
Two Thousand One Hundred Ninety-three and No/100\*\*\*\*\* (\$ 2,193.00 ) 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 \$ 101.20 commencing August 10, 19 97.

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 this 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 such insurance receipts upon the  
obligations secured by this trust deed, 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 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 to  
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.



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3. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement in case of full reconveyance, for cancellation, without effecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map of plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled 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 affected by this deed and of any personal property located thereon. Until grantor 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, royalties 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 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 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 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 hereby (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 than such portion of the principal as would not then be 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 recording 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 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 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 proper 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 pledgees, 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.

STATE OF OREGON  
County of Klamath ss.

Jon W. Manning (SEAL)  
Sheryl Manning (SEAL)  
Sheryl Manning

THIS IS TO CERTIFY that on this 8th day of July

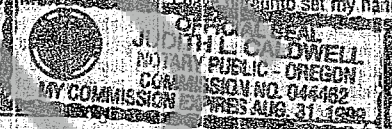
19 97, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named

Jon W. Manning and Sheryl Manning

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



Judith L. Caldwell  
Notary Public for Oregon  
My Commission Expires 8-31-99

Loan No. 0103940364

**TRUST DEED**

Jon W. & Sheryl Manning

1023 Merryman Drive

Klamath Falls, OR 97603

Grantor

TO

**KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:

**KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION**

2943 So. 6th Street

Klamath Falls, OR 97603

In 0103940364

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

Fee: \$15.00

STATE OF OREGON  
County of Klamath ss.

I certify that the within instrument was received for record on the 14th day of July, 1997, at 11:28 o'clock A. M., and recorded in book M97 on page 21940 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Bernetha G. Lersch  
County Clerk

By Kerstin R. R...  
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

DATED: July 10, 1997

By