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THIS TRUST DEED, made this 14 day of

TRUST DEED

, 19 65 , between July

David A. Maxwell and Marilyn S. Maxwell, husband and wife.

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, as grantor, William Ganong, , as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, 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:

Southeasterly 50 feet of Lot 4 and the Northwesterly 32 feet of Lot 5, WINEMA GARDENS, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the apputtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, eacemonts or privileges now or hereafter belonging to, derived from or in anywise apper-tanting to the above described premises, and all pumbing, lighting, heating, ventilating, air conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covoring in place such as wail-to-wail carpeting and lino-leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter 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 **Twenty ThousandTwo Hundred Fifty & No/100**-

beneficiary or order and meda by the granter is guide intermeter of the function of the process of the second of the process of the second of the process of the second of the process of the process of the second of the process of the proces of the process of the process of th the beneficiary may elect. The beneficiary may credit payments received by it tubes and between the part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on one note and part of any part of any payment on part of any payment on part of any payment on part of any part of any payment one note and part of the part of any presents and approprints on part of any payment of the part of any presents and approprints on the part of any payment approxements and approxements any payment of any payment of any payment of any payment approxements approxemen

Il be non-canceltable by the granton during the ten remains of solid taxes, assess-aned. In order to provide regularly for the prompt payment of solid taxes, assess-ts or other charges and hasuance premiums, the grantor agrees to pay to heneffciary, together with and in addition to the monthly payments of beneffciary, together with and in addition to the monthly payments of the provide the solution of the solution of the solution of the beneficiary and the under the terms of the note or obligation secured by, an amount of against with respect to solid portry within each acceed-er charges durin education with each succeeding the solution of the solution with the solution of the solution of the solution of the solution of the relative the respect to solid portry within each succeeding three years while about deed remains in effect, as estimated and directed by the beneficiary, he amus to be credited to the principal of the ison until required for the eral purposes thereof and shall thereing the sums so paid shall be held by in the option of the ison for the remain of the principal of the eral purposes thereof and shall thereing the sums so paid shall be held by in beneficiary in trust as a reserve account, without interest, to pay said injums, taxes, assessments or other charges when they shall become due i payable. payable this tr such s several loan; t the be

premiums, takes, 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 brain to bear interest and sito to pay premiums on all the bene-policies upon said property, such payments are to be much solution of the bene-ficiary, as aforesaid. The granter hereby alters by the beneficiary to pay any and all taxes, assessments and other by the statements thereof furnished said property in the amounts about no the statements thereof furnished by the collector of such a mounts about no the statements using the pay-ticulary and set of the the presentatives, and to charge said sums to the insurance one carriers or their representatives, and to charge said sums to the the required of the beneficiary nepapatible for failure to here any in-surance written or for any loss or damage growing out and the same and any in-surance written or for any loss or damage growing out and the term any in-surance written of for and setting with any loss of the target of any in-surance written or for any loss or damage growing out and the term of any loss, to compromise and setting with abactions accound by the functioned and such insurance receipts upon the hereby is a suit of any the said any in-surance writting the arrowing of the property any in-surance writting the arrowing of the property and to apply any and in-surance receipts upon the property for the the func-tion of the same of the indebiance for payment and satisfaction in full or upon sale or other acquisition of the property by the beneficiary after 3

The heneficiary 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:

It is mutually agreed (Int: 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, prosecule in its own name, appear in or defend any ac-tion or proceedings, or to make any communities of setting portion of the money's such taking and, if it so circle, to require that all are in excess of the amount re-quired to pay all reasonable costs, expensed and altorney's frees necessarily paid or incurred by the granuter in such proceeding costs and etcring, which are the proceedings, and there have a supplied by it first upon any restonbarders and etcripy and the proceedings, and the hadance applied upon the indeitednam secure hereby; and the granuter agrees, at its own expense, to take such netions and excetie such matruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from the to time upon written request of the bene-ficiar; payment of its free and presentation of this deed and the node for en-ficiar; payment of the payment of the indebtedmess, the traver may (a) its and the payment of the indebtedmess, the traver may (a) consent to the making of any map or plat of said property; (b) join in granting any caacinent or creating and restriction thereon, (c) join in any subordination or other agreement affecting this device the lien or charge hereof; (d) reconvey, without warranty, all or any part of the lien or charge hereof; (d) reconvey, without warranty all or any matters or facts shall be conclusive provo of the travities therein of any matters or facts shall be conclusive provo of the travities thereof. Travers's leves for any of the services in this paragraph shall be 35.02.

shall be \$3.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perty affected by this deed and of any personal property located breach until grantor shall default in the payment of any indebitedness security for the there is the performance of any agreement for any indebitedness security is and the performance of any agreement of any indebitedness security is the performance of any agreement for any indebitedness security is the the performance of any agreement for any indebitedness security is and the performance of any agreement bereaulier, grantor the performance of any granton is any distance of the performance of a security of the person, by agent or by a re-ficiary may at any time without notice without recard to the adequacy of any security for the indebited thereof, in its own name us for or otherwise solic the rank, is use and profits, including those past due and unpaid, and apply the same performance of any persons of operation and collection, including reason-and attorney's few, upon any hobbitedness secured hereby, and in such order as the beneficiary may determine.

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(SEAL)

proceeds of fire and other insurance pol-taking or damage of the property, and oresaid, shall not cure or waivo any de-

Time is of the essence of this ins no is of the escape of this instruction in a transmitter of any asyment of any indebtedness secured hereby or in performance of any horeunder, the beneficiary may declare all sums secured hereby in-ter and payable by delivery to the trustee of written notice of default i to sell the trust property, which notice trustee shall cause to be precord. Upon delivery of said notice of default and election to sell, ary shall deposit with the trustee this trust deed and all promissory documents evidencing expenditures secured hereby, whereupon the all fix the time and place of sale and give notice thereof as then here

7. If after default and prior to the time and date set by the truster for truster's sale, the grantor or other person so privileged pays the entire unt then due under the terms of the trust deed and the obligation secured 'eby, other than such portion of the principal as would not then be due had letault occurred, the grantor or other person making such payment shall also to the beneficiary all costs and expenses actually incurred up to said time indered by the terms of the obligation, including trustee's and attorney's fees exceeding \$50 if actually incurred.

But exceeding sound actuary interaction 8. After the lapse of such time as may then be required by law following the recordiation of said notice of default and giving of said notice of saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, of ther as a whole or in separate parcels, and in such order as he may de-termine, as public auction to the highest bidder for eash, in lawful money of the United Size es, payable at the time of saie. Trustee may postpone saie of all or united Size, of said property by public announcement at such time and place of any portive.

sale and from time to time thereafter may postpone the sale by public an-nouncement 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 pro-perty 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 trutifictures thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the sate. 9. When the trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, the trust dead, and the proceeds of the trustee, (2) to the colligation secured by including a reasonable charge by the trustee, (2) to the colligation secured by including a reasonable share by the trustee, (2) to the colligation secured by including a reasonable charge by the trustee, (2) to the colligation secured by including a reasonable share by the trust deed, as their interest may appear in order of their priority, and (4) the surplus, if any, to the granter of to his successor in interest entitled to such surplus.

rest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to a appoint a successor or successor to any trustee named herein, or to any c appoint as successor trustee, the inter shall be vested with all title, powers ance to the successor trustee, the inter shall be vested with all title, powers duties conferred upon any trustee herein named or appointed hereunder. Each h appointment and substitution shall be made by written instrument executed the beneficiary, containing reference to this trust deed and its pince of ord, which, when recorded in the office of the county clerk or recorder of the rdy or counties in which the property is situated, shall be conclusive proof of per appointment of the successor trustee. time succ veya and

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged is nade 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 sto, their heirs, legates devises, administrators, executors, successors and gas. The term "beneficiary" shall make the holder and owner, including ligee, of the note secured hereby, whether or not named as a beneficiary in. In construing this deed and whether or not named as a beneficiary are the includes the feminine and/or neuter, and the singular number in-es the plural.

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

marign & Maxwell (SEAL) STATE OF OREGON } 53. County of Klamath <u>19</u> 65, before me, the undersigned, a David A. Maxwell and July THIS IS TO CERTIFY that on this 14 day of... Notary Public in and for said county and state, personally appeared the within named Marilyn S. Maxwell, husband and wife. to me personally known to be the identical individual. S named in and who executed the foregoing instrument and acknowledged to me they executed the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my notarial seal the day and year last above alya m. Salue Notary Public for Oregon My commission expires: 1 11-18-66 (SEAL) STATE OF OREGON } ss. Loan No. 7371 TRUST DEED I certify that the within instrument was received for record on the 22 day of July, 19.65, at 3:510'clock p.M., and recorded in book 14.65 on page 235 David A. Maxwell (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USEO.) Marilyn S. Maxwell Record of Mortgages of said County. то FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Witness my hand and seal of County affixed. Porothy Mogers Beneficiary Attor Recording Return To: FIRST FEDERAL SAVINGS County Clerk By Carrie m Kauter 540 Main St. Klamath Falls, Oregon For 3.00 Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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DATED

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by soid trust deed for have been fully poid 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

First Federal Savings and Loam Association, Beneficiary

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