

_____ 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:

Lot 1 , Block 3 CYPRESS VILLA, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other 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 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 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 Twelve Thousand Five Hundred & No/100-- (\$ 12,500.00) 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 \$ 80.54 commencing October 10, 1955.

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 one or more notes. If the indebtedness secured by this trust deed is evidenced by one or more notes, the beneficiary may credit payments received by it upon 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 said property; to complete all buildings in course of construction hereon and to have constructed on said premises within six months from the date hereof or the date construction is hereafter commenced, all buildings or improvements promptly and in good workmanlike manner, repaired or destroyed and pay, when due, all said property taxes and assessments; to allow beneficiary to inspect said property at all times during construction; to replace any work or material damaged by fire or other cause; to remove or destroy any building or improvements now or hereafter erected upon said property; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit said improvements to no waste of said premises; to keep all buildings and improvements continuously insured against loss now or hereafter erected upon said property; to pay for all fire and other hazards by fire and other causes of loss or damage to said property not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies of correct form and with approved loss payors; to deliver the original policy of the beneficiary attached with approved loss payors to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such policy; to maintain in its own said policy of insurance is not so insured for the benefit of the beneficiary, which insurance shall be non-cancelable 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 the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and premiums due and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premium payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated by the lender until required for the same sums to be credited to the principal of the loan until required for the same purpose; and if the principal of the loan should be charged to the principal of the loan, 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 the 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, the grantor agrees to pay premiums on all insurance policies upon said property, and to cause such payments to be made through the beneficiary named in the aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges and statements thereof furnished said property in the amounts and at the times and by the methods specified by the collector of such taxes, assessments or other charges, and to pay the same in full or in installments in the amounts shown on the statements submitted to the insurance carriers or their representatives, and to charge the same to the principal of the loan or to withdraw the same therefrom. The grantor agrees to indemnify and hold the beneficiary harmless for that purpose. The grantor agrees to indemnify and hold the beneficiary responsible for failure to have any insurance policy, or to let the insurance policy lapse, or to fail to cause the insurance written or for any loss or damage growing out of a default in the event of an insurance policy, and the beneficiary hereby agrees to indemnify the grantor for any loss, to compromise and acquiesce in any insurance company and to apply any proceeds of insurance to the satisfaction of the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction of the 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, they become due, the grantor shall pay the deficit to the beneficiary on 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 said trust, including the cost of title search, as well as all taxes and expenses of the trustee incurred in connection with or arising out of the performance of his duties; to pay all sums actually incurred in enforcing this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action brought for the purpose to affirm the security hereof; to pay all sums actually incurred by the beneficiary or trustee in taxes and expenses, including cost of evidence of title and attorney's fees in any suit brought to enforce the terms of this trust; to pay a reasonable sum to be fixed by the court, in any suit brought to enforce the reasonable sum to be fixed by the court, 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:

[illegible]

2. At any time and from time to time upon written request of the beneficiary, payment of the sums and presentation of this deed and the note for encumbrance (in case of full reconveyance, for cancellation), without affecting the responsibility of any person for the payment of the indebtedness, the trustee may, at the option of the beneficiary, (a) join in granting consent to the making of any map or plat of any property; (b) join in granting any easement or other interest in any property; (c) join in any subordination of any lien or interest affecting this deed or the lien or charge hereof; (d) reconvey, with or without warranty, all or any part of the property. The grantee in any of the foregoing shall be deemed to have accepted the deed and the note for encumbrance and the deed and the note may be described as the "person or persons to whom the deed and the note are made" and the deed and the note shall be conclusive proof of the title and the recitals therein of any matters of fact shall be conclusive proof of the truth of the same. Trustee's fees for all of the services in this paragraph shall be \$5.00.

[illegible]

1960

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 \$5.00 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 trustee 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 thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) 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 as 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 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 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.

Derrill E. White

(SEAL)

Angelika M. White

(SEAL)

STATE OF OREGON }
County of Klamath } ss.

THIS IS TO CERTIFY that on this 15th day of September, 1965, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Derrill E. White and Angelika M. White, 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 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.

(SEAL)

Alice M. Halse
Notary Public for Oregon
My commission expires 11-18-66

Loan No. 7313

TRUST DEED

Derrill E. White

Angelika M. White

Grantor

TO

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Beneficiary

After Recording Return To:

FIRST FEDERAL SAVINGS
540 Main St.
Klamath Falls, Oregon

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

Fee 3.00

STATE OF OREGON }
County of Klamath } ss.

I certify that the within instrument was received for record on the 24th day of September, 1965, at 3:17 o'clock P.M., and recorded in book M-65 on page 1959. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk

By *[Signature]*
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19 _____

by _____

12