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Val. M-55 Page 2084

TRUST DEED

| | | | | | | | | | | September | 10 65 | hatwaan |
|------|--------|-------|--------|------------|-----|------|------|---------|----------|-----------|-------|-----------|
| THIS | TRUST | DEED, | made | this 22 | day | of | | | | | 15 | , Dolweon |
| K | enneth | R. Co | ffman. | and Judy / | nne | Coff | man, | husband | and wife | | | |

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 7 Block 2 KELENE GARDENS, Klamath County, Oregon.

which said described roal property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, 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, dir-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpoling and line-paratus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpoling and line-plum, shades and built-fit 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 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 granter herein contained and the payment of the sum of Eleven Thousand Nine Hundred & No/100-----

(\$ 11,900.00) 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 granter, principal and interest being payable in monthly installments of \$ 77.00 commencing November 13 19.00.

This trust deed shall further seame the payment of such additional money, it 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.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover.

The granior 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 and encumbrances having precedence over this trust deed; to complete and in control or hereafter constructed on said property within any or the deep construction or hereafter constructed on said property which may be constructed to said property which may be constructed to a said property which may be constructed and the control of t

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 order charges and insurance premiums, the grantor agrees to pay to the charge of the char

premiums, taxes, assessments or other energes when they shall become due and payable.

While the grantor is to pay any and all taxes, assessments and other clarges 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 heneficiary 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 humaner permiums in the amounts shown on the statements automitted by the lineurance 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 loss unarnare policy, and the heneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply a such insurance receipts upon the obligations secured by this trust second. In computing the amount of the indelictedness for payment and satisfaction in full of the control of the such as a such insurance receipts upon the obligations secured by this trust second.

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 granter fall to keep any of the foregoing covenants, then the hencificiary 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 granter 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.

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 and 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 control in the costs and expenses of the trustee incurred in control with or in enforcing this obligation, and trustee's and authorney's fees actually incurred; to appear in and defend any action or proceeding purporting to expense, including cost of evidence of title and expenses, including cost of evidence of title and attorney's fees in reasonable aum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any sult brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the granter 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 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 heneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action or proceeding to make any compromise or settlement in connection with such taking and. It is ocients, to require that all or any portion of the money's payable as on the state of the money's payable as all reasonable costs, expenses and autorncy's free necessarily paid or incurred by the grantor in such proceedings, shall be paid to the heneficiary of the state of th

request.

2. At any time and from time to time upon written request of the heneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trusten may (a) consent to the making of any map or plat of said property; (b) Join in granting any easement or creating and 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 reconveymence may be described as the "person or persons legally entitled thereto" and the recitals increin 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 \$5.00.

shall be \$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 feeted by this deed and of any personal property located thereon. Until state of the property is the profits of the property feeted by this deed and of any personal property located thereon. Until state of the property of the state of the property of the feeting the collect all such rents, issues, royalties and profits across prior to default as they become due and payable. Upon any default by the granter hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiving 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 cullect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reason, alle 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 swards for any taking or damage of the profit and the application or release thereof, as aforesaid, shall not cure of major any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so digged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expense citially incurred enforcing the terms of the obligation and trustee's fault altoney's fee enforcing the terms of the obligation and trustee's fault altoney's fee exceeding \$50.00 each) other than such portion of the principal as would 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 recordation of said notice of default and giving of said notice of said, the trustee shall seil said property at the time and place fixed by him in said notice of saie, 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 termine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of saie. Trustee may postpone saie of all or any portion of said property by public announcement at such time and place of saie 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 property as 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 granter and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the sails.

9. When the 3-dates sells pursuant to the powers provided herein, the function of 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 the expenses of the sale including the compensation of the trustee, and reasonable charge by the attorney. (2) To the obligation secured by the reasonable charge by the attorney. (2) To the obligation secured by the trust deed as their interests appear in the interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) The striplus, if any, to the granter of the trust deed or to his successor in interest entitled to such surplus.

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 consuccessor trustee appointed hereunder. Beach and duttes conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed such appointment and substitution shall be made by written instrument executed such appointment and substitution shall be made by written instrument executed such appointment and substitution shall be made by written instrument executed such appointment and substitution shall be made by written instrument executed and its place of record, which, when recorded in the office of the county circle for creeding or ounties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

proper appointment of the successor trustres.

1. 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 nasigns. The term beneficiary shall mean the holder and owner, including pledger, of one of the course hereby, whether or not named as a hendiclary herein. I construing this deed and whenever the context so requires, the maculing gender includes the feminine and/or neuter, and the singular number includes the plural.

| | | | | 1 | the day o | and vear | tirst above w | men. |
|--------|------------------|-------------------|------------------|---------------|-----------|---|---------------|------|
| | TITNESS WHEREOF. | -mid granter has | hereunto set his | nana cha seui | me day | 1110 7 Out | ,, | |
| 1N1 1A | TUNIESS WHEREUT. | sala qualitor mas | Hotomie at | | | / \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | / | |

STATE OF OREGON

THIS IS TO CERTIFY that on this 22 day of September 19 65 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Kenneth R. Coffman and Judy Anne Coffman, 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

WHENEOF I

(SEAL)

Notary Public for Oregon
My commission expires:

11-18-06

STATE OF OREGON) ss. County of Klamath

Loan No. 7316 TRUST DEED

Kenneth R. Coffman Judy Anne Coffman

TO

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon

Fce \$3.00

USED.)

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

was received for record on the 28 day of Sept. 19 55, at 1:19 o'clock M., and recorded in book M-55 on page 2001 Record of Mortgages of said County. Witness my hand and seal of County

I certify that the within instrument

Dorothy Rogers

By Jane Menus
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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

First Federal Savings and Loan Association, Beneficiary

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