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7611 Vol: M-66 Page TRUST DEED 19 66, between

July THIS TRUST DEED, made this 22nd day of Vernon Keffer and Barbara Keffer, 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:

The E 59.6' of the W $\frac{1}{2}$ of Lot 1, in Block 8, ALTAMONT ACRES, according to the official plat thereof on file in the records of Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, rents, issues, profits, water rights and other rights, easemonts or privileges now or hereafter belonging to, derived from or in taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carg leum, shades and built-in ranges, dishwashers and other built-in applicances now or hereafter installed in or used in connection described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing each agreement of the granter herein contained and the payment of the sum of. Five Thousand and no/100 ths derived from or in anywise apper wall carpeting and line with the above

payable to the

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 note or notes. If the inglebedness secured by this trust deed is evidenced by more than as note, the heneficiary 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.

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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.

executors and administrators shall warrant and defend his said title thereto signing the claims of all persons whomsoover. 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 add property; to keep add property free from all accombinances having pre-cedence over this trust deed; to complete add the charges levied against endence over this trust deed; to complete add the charges levied against or bereafter constructed on said premises within site months from the date hereof or the date construction is hereaner any building or improvement on said property which may be diverging on the trust state of the date construction times during construction to allow beneficiary to inspect said property at all times during constructions of the version and work or materials unsatisfactory to hereofficiary within fifted estroy any building or improvements now or hereafter constructed on raid promises; to keep all buildings, and improvements now or hereafter of said premises; to keep all buildings, may one due, all mow or hereafter erected on said promises continuously heured against by fire or such other inarxies at the beneficiary may from time to the benefi-ticary, and to deliver the original principal sum of the note of obligations approved loss paryhele clause in favor of the beneficiary at least ifferem days prior to the offeredive date of any beneficiary at least ifferem days prior to the offeredive date of any beneficiary at least ifferem days prior to the offeredive date of any principal principale

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the bencificary, together with and in addition to the monthly payments of principal and interest paphibe under the terms of the note or obligation secured hereby, an amount equal to one-twelth (1/12th) of the taxes, assessments and other charges due and ayaphie with respect to said property within each succeed-ing twelve months, and also one-thirty-sith (1/36th) of the insurance premiums payable with respect to said property within each succeed-ing twelve months, and also one-thirty-sith (1/36th) of the insurance premiums payable with respect to said property within each succeed-ing twelve months, and also one-thirty-sith (1/36th) of the insurance premiums payable with respect to said property within each succeed-ing twelve months, and also one-thirty-sith (1/36th) of the insurance premiums payable with respect to said property within each succeed-ing twelve the principal of the loss of the principal of the several purposes thereof and shall thereupon be charged to the principal of the loss of 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.

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default, any balance remaining in the reserve account shall be credited to use indebtedness. If the reserve account for targe, 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.

may as its option and the amount of such certer 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 empeditures there-for shall draw interest at the rate specified in the nets, shall a trust deed. In this connection, the beneficiary shall have the right in last the start deed. In specific and the start of the second start of the same shall be rate any improvements made on add premises and also to make such repairs to said property as in its sole discretion to may be mecossary or advisable. The grantor further agrees to comply with all have, ordinances, regulations, covenants, conditions and restrictions affecting and property is op and last fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of trustees and attorney's fees actually incurred; its appear in and detend an powers of the beneficiary or trustee; and to pay all costs and expenses of invide of evidence of title and attorney's fees and its indicated by the court, in any such action or proceeding the which the bundled cost of evidence of title and attorney fees in a which the bundled cost of evidence of the start bundle bundled bundled

The beneficiary will furnish to the grantor on written request therefor an and statement of account but shall not be obligated or required to furnish 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 beneficiary shall have the right to commence, prosecute in its own name, appear in a dicend any ac-the right to commence, prosecute in the same sequence in a dicend any ac-the right to commence, prosecute in the same sequence in a dicend any ac-tion or proceedings, or to make any compromise of ractilement in connection with such taking and, if it so elects, to require that all or any position of the noncer's payable as compensation for such taking, which are in eyes of the amount re-quired to pay all reasonable costs, expenses and action eyes of the beneficiary and applied by the grantor in such proceedings, shall be paid to the beneficiary and applied by the first upon any reasonable costs and acpenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness scures and excepts such matruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for en-tionary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconvegance, for cancellation), without affecting the liability of any person for the payment of the indobtedness, the uncertainty consent to the making of any may or plat of said property. In any wuborlination or other agreement affecting this deed or the line or merantee in any reconvey, without warranty, all or any part of the property. The fantee in any reconvey, without warranty, all or 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. At lattere a term for any of the services in this particle in the service of these trusts all rents, issues, royalites and profits of perty affected by this deed and of any personal property located thereo grantor shall default in the payment of any indebtedness secured here is the performance of any agreement hereunder, grantor shall have the right loct all such rents, issues, royalities and profits of the performance of any personal property is the rent is the performance of any personal property is the performance of the performance of any personal property is the second due and payment of the performance of the performance of a court, and without regard to the adequacy security for the indebtedness hereby accurde, enter upon and take possers and profits, including those past due and unpaid, and the same, less costs and expresses of performance and profits, and in such as the beneficiary may determine.



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f said property, the concerned f fire and other insurance pol-damage of the property, and more or waive any detaking

5. The grantor shall notify beneficiary in writing of any sale or con-for sale of the above described property and furnish beneficiary on a supplied it with such presonal information concerning the purchaser as ordinarily be required of a new loan applicant and shall pay beneficiary 0 service charge.

6. Time is of the essence of this instrument and upon default by the tor in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance, the beneficiary may declare all sums secured hereby initiatively due and payable by delivery to the trustee of written notice of default election to sell the trust property, which notice trustee shall cause to be beneficiary shall deposit with the trustee this trust deed and all pormissory as and documents evidencing expenditures secured hereby, whereupon the tees shall fix the time and place of sale and give notice thereof as then lived by aw. shall fix by law.

7. Aftei defauit and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so voltaced may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred enforcing the terms of the obligation and trustee's and altoracy's fees a cacceding \$60.00 each) other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

6. After the lapse of such time as may then be required by law following the recordation of asid notice of default and giving of such such as the state of the lapse of such the time and giving of such such as a state of the such as the such order as a state of the such order as a whole or in separate parels, and in such order as a mole or in separate parels, and in such order as a mole or in separate parels. This is the such order as a state of all of the such order as a whole or in separate parels. This way to be such order as a state of all of the such order as a whole or in separate parels. This way to be a such order as a state of all of all of the such order as a state of all of all of the such of sale property by public anonucement at such time and place of sale and from time thereafter may postpone the sale by public anonucement.

ding postponement required by law, . The trustee shall deliver to the purchaser his deed in form as required by law, conveying perty so sold, but without any covennt or warranty, express or imp recitals in the deed of any matters or facts shall be conclusive pico truthfulness thereof. Any person, excluding the trustee but including the and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase as the said. 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 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 invates appointed hereunder. Upon such appointment and without con-veyance to the successor trustee, the latter such appointment and without con-such appointment and substitution shall be made by written instrumenter. Next such appointment and substitution shall be made by written instrumenter. Succe such appointment and substitution shall be made by written instrumenter. Succe the ficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county cierk 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. Trustes accepts this trust when this deca, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending saie 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, inverse to the benefits of, and binds all partices hereto, their heirs, legatess deviaces, administrators, executors auccessors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the nots secured hereby, whether or not named as a beneficiary berefin. In construing this deed and whenever the context so requires, the masculate under 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 your first above written. (SEAL) arbara Liffer (SEAL)

STATE OF OREGON County of Klamath

THIS IS TO CERTIFY that on this 22nd day of July , 19 66 , before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Vernon Keffer and Barbara Keffer, 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 the expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 1.1.1.1.1.1.1 ~, ~ · 16 (SEAL)

Loan No. ____7599

TRUST DEED

Vernon Keffer and Barbara Keffer то FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

Beneficiar After Recording Return To: FIRST FEDERAL SAVINGS Fee \$3.00 540 Main St. Klamath Falls, Oregon

was received for record on the 27 day of July 19 66 day of <u>July</u> at 3:57 o'clock P. M., and recorded in book M-66 on page 7611 Record of Mortgages of said County. Witness my hand and seal of County affixed. Dorothy Rogers By fare Menu Deputy

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I certify that the within instrument

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STATE OF OREGON)

County of Klamath

REQUEST FOR FULL RECONVEYANCE

(DON'T USE THIS

FOR RECORDING LABEL IN COUN-TIES WHERE

USED.)

To be used only when obligations have been paid.

TO: William Ganona . Trustee

The understand 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 suitafied. You hereby are directed, an 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:

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by