X7. CB. H- 18232 1+ 7686

# 10562 ...<u>M-66 p....</u> 11895

### TRUST DEED

19 66 , between THIS TRUST DEED, made this 18 day of <u>November</u> ANTHONY J. BYSTRICKY and THEA T. BYSTRICKY , 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 13 in Block 5 of Second Addition to Winema Gardens, according to the official plat thereof on file in the records of Klamath County, Orego:

which said described real property does not exceed these acres, together with all and singular the appurtenances, tenenonis, hereditaments, routs, issues, profits, water rights and other rights, accoments or privileges new or herediter belonging to, derived from or in anywise apper-taining 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 carpoing and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpoing and line leum, shades and built-in ranges, dishweshers and other built-in appliances new 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 granter herein contained and the payment of the sum of Fifteen Thousand Seven Hundred Fifty & no/00

(s 15,750.00 ) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficing or and mode by the granter, and interest being payable in monthly installments of s 108,05 commencing to the second date herewith and the second date herewithe second date herewith and the second date here with a second date here with

This trust deed shall further secure the payment of such additional money, my, as may be 1 used hereafter by the beneficiary to the grantor or others ing an interest in the above described property, as may be evidenced by a or notes. If the indebtedness secured by this trust deed is evidenced by by the than one note, the beneficiary may redit payments received by it upon of said notes or part of any payment on one note and part on woher, the beneficiary may elect.

The Dencherary may create The grantor hereby covenants to and with the trustee and the ben fichary cin that the said premises and property conveyed by this trust deed are e and clear of all encumbrances and that the grantor will and his heirs, cuttors and edministratories shall warrant and defend his said title thereto unst the claims of all persons whomsoever.

czecutors and similatrators shall warrant and defend his said title thereto against the claims of all persons whomsoever. The grantor cove suits and agrees to pay said note according to the terms thereof and, who der, all taxes, assessments and other charges lowled against said property the taxes is all property free from all encumbrances having pre-concord of the date and the second state of the second state of the second or concord of the date and the second state of the second state promptly and in get, is on said premises within six months from the date or head the construction is hereafter commenced; to repair and restore said property which may be damaged or destroyed and pay, when due all times during construction; to replace any work or matchala predictory to head the date or destroyed and pay, when due all times during construction; to replace any work or matchala predictory to head the maximum state of the second state of the second state fact; not to remove or destroy any building, property and improvements now or hereafter now aske of asid procession of the beneficiary to improve sents now or hereafter now as to fash procession of the beneficiary may from time to time require, be and the date in a company or companies acceptable to the beneficiary or hereafter dure deed, in a company or companies acceptable to the bene-ticiary, and to deliver the original policy of the beneficiary may in its own discretion obtain insurance is not so the date of any as and interface of the beneficiary and interfaction. The original policy of the beneficiary may in its own and sole of insurance is not so the date of any and with the maximal, to the principal place of the beneficiary may in its own all sole of insurance is not so the date of any as insurance. If and policy of insurance is not so the date of any as in the origin to solution.

lined. In order to provide regularly for the prompt payment of said taxes, assess-ts or other charges and insurance premiums, the grantor agrees to pay to beneficiary, together with and in addition to the monthly payments of the terms of the note or obligation secured drei and interest payable under the terms of the note or obligation secured drei and interest payable under the terms of the note or obligation secured drei and interest payable with respective and property within each succeed-re charges due and payso one-thirty sixth (1/36th) of the insurance premiums trelver months in different as estimated and directed by the beneficiary, sums to be created in the renorm of the beneficiary, the sums or pair datal beneficiary in at the option of the beneficiary, the sums or pair datal belief by ions, taxes, assessments or other charges when they shall become due payable.

pre-information is to pay any and all taxes, assessments and other end payable. While the granior is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, hefore the same begin to been interest and also to pay premiums on all insurance policies upon said property, are any part thereof, hefore policies upon said property, are any part thereof the bene-ficiary, as aforesaid. The same of been all taxes, assessments or imposed against any and all taxes, assessments or other charges levide or imposed against any and all taxes, assessments or other charges, and to pay the by the collection of such taxes, assessments or other charges, and to pay the intermet entries or their representatives, and to charge said sums to the principal of the loan or to withdraw the sums which may be rejuited from the reserve account, if any, estabilised for that purpose, and to pay the such event to hold the beneficiary responsible for failure to have any are such new write or for any loss or damage growing out of a the such of any such insurance receipts upon the obligations are of the such any and any such insurance policy, and the beneficiary berefory is authorized by the such such any ary such insurance receipts upon the obligations are of pay ment and astisfaction in full or upon said or older any equilibric and the such of any such insurance receipts upon the obligations are of payment and astisfaction in full or upon said or older any arguing the another and the such of any such insurance receipts upon the obligations are of pay in the such taxes for payment and satisfaction in full or upon said or older and the such the such the such any any such and such taxes of the such and the such the such the such taxes are such the such that the such taxes are such than the such that the such taxes are such than the such that the such taxes are such than the such taxes are such thany taxes

defacil, any balance remaining in the reserve account shall be credited to the inde/tedness. If the reserve account for faxes, 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 demand, and if so option add the amount of such deficit to the principal of the obligation secured hereby.

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Songitton scored wreay. 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 there-for 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.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, fewamants, conditions and restrictions affecting sidd property; to pay all costs, tees 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; ity appear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay and reasonable sum to be fixed by the court, in any such actionery occelling in which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to foreclose this deed, and all suid sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an is intatement of account but shall not be obligated or required to furnish further statements of account.

#### It is mutually agreed that:

It is noturally 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, prosecule in its even name, appear in or defend any ac-tion or proceedings or to make any compromise or settlement in connection with such taking and, if its so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the armount re-quired to pay all reasonable costs, express and attorney's fees necessarily paid or incurred by the granter in such proceedings, shall be paid to the beneficiary fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebicines secured hereby; and the grantor agrees, at its own expense, to take such actions and excette such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

be necessary in outsining such compensions, prosent of request. 2. At any time and from time to time upon written request ficiary, payment of its fees and presentation of this deed and the dorsement (in case of full i.correyance, for cancellation), without liability of any person for the payment of the indebtedness, the tr consent to the making of any map or plat of said property; (b) lo any casement or creating and resircition thereon, (c) loin in any or other agreement affecting this deed or the lien or charge inter in ance may be described as the "person or persons realist better the recitals therein of any matters or facts shall be conclusive truitfutures thereof. Trustee's fees for any of the services in thank 5.500.

3. As additional security, granior hereby assigns to innance of these trusts all rents, issues, royalties all affected by this deed of S. As additional security, granior nereby assigns to confinuance of these trusts bit rents, issues, royalites a perty affected by this deed and of any personal property grantor shall default in the payment of any inductor shall the performance of any farcement be default by the and let all such rents, saids. Upon any default by the grante before due to a product by a court, and without result is a product on the second by a court, and without result is eavier in b a product by a court, and without reserved is a second by a court and without reserved is any second by the second product to be another by a court, and without reserved is a second by a second and without reserved is a second by the second by a second by the second by th prantor shall default in the payment of any indebteness secure in the performance of any agreement beterunder, grantor shall have the performance of any agreement beterunder, grantor shall have to define become due and payable. Upon any default by the grantor by agent o elever to be appointed by a court, acceved, enter performing the default by the grant of the adequation of the adequati

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The entering upon and taking p rents, issues and profits or the j compensation or awards for any Menton or release thereof. Ba Bi possession proceed, taking

any sale or beneficiary of the purchase

Time is of the essence of this instru-in payment of any indebtedness accured he ont hereuner, the beneficiary may declare ont hereuner, the beneficiary may declare city due and payable by delivery to the trust ection to sell het trust property, which no ied for record. Upon delivery of said notice ied for record, Upon delivery of said notice widencing expenditures a widencing expenditures a default by the unon performance of any secured hereby Im-ten notice of default e shall calls to be and election to scil, and all promissory by, wherearce ss accured hereby or in may declare all sums to the trustee of writt by, which notice truste said notice of default trustee this trust deed documents evidencing expendence all fix the time and place law.

After default and any time prior to five days before the date set. After default and any time prior to five days before the date set to Trustee for the Trustee's sale, the grantor or other person so ged may pay the entire mount then due under this trust deed and ligations secured thereby (including costs and expenses actually incurred ligations deviced thereby file obligation and trustee's and actorney's fees receding \$50.00 each) other than such portion of the principal as would en 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 said notice of default and giving of said notice of saie, the trustee shill sell said property at the time and place fixed by him in said notice of saie, the termine, at public action to the highest bidder for cash, in lawful money of the United States, payable at the time of saie. Trustee may be property by public announcement at such time and place fixed by public act of saie and from time to time thereafter may postpone the saie by public and

nouncoment 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 truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

6. When the Trustee sells pursuant to the powers provided hereftee shall apply the proceeds of the irustee's sale as follows: (cepenses of the sale including the compensation of the trustee, soundbe charge by the attorney. (2) To the oblightion secured hit deed, (3) Fo all persons having recorded liens subsequent. It rests of the trustee in the trust deed as their interests appear of the sale priority. (4) The surplus, if any, to the arguing of the sale successor in interest entitled to such surplus.

deed or to his successor in interest culture to such surplus. 10. For any reason permitted by law, the heneficiary may from t time appoint a successor or successor to any trustee named herein, or successor trustee appointed hereander to any trustee named herein, or successor trustee appointed hereander the appointenest and without and duties conferred upon that trustee herein named or appointed hereander and duties conferred upon shall be made by written instrument er successor, which, when recorded in the office of the county clerk or recorder proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed a red is made a public record, as provided by law. The trustee is mo totify any party hereto of pending sale under any other deed of action or proceeding in which the gravity, heneficiary or trustee y unless such action or proceeding is arought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legaters deviaces, administrators, executors, successors and assigns. The term "beneficiary" shall mean toe holder and owner, including hereto, the interm "beneficiary" shall mean toe holder and owner, including herein. In construing this deed and whenever the contaxt so requires, the mas culture guider includes the feminine and/or neuter, and the singular number in cludes the plural.

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

Butrick Inthoms (SEAL) (SEAL)

SS. , <sub>19</sub> 66 County of Klamath 18 day of Nevember , before me, the undersigned, a THIS IS TO CERTIFY that on this .....

Notary Fublic in and for said county and state, personally appeared the within named ANTHONY J. BYSTP LIKY AND THEA T. BYSTRICKY, husband and wife to me personally known to be the identical individual5... 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 WHEREO, I have hereunto set my hand and affixed my notarial seal the day and year last written.

Notary Public for Orogon My commission expires: 5//(//.9

Loan No. 7686

STATE OF OREGON

(SEAL)

same

DATE.

TRUST DEED ANTHONY J. BYSERICKY

THEA T. BYSTRICKY Grantor

ΤO 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 instrumer. was received for record on the 21 day of Nov. 19.66, at 2:36 o'clock P. M., and recorded in book M-66 on page 11895 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk By Jane Mean

### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtodness 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 slatute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered 'o you herewith together with said trust deed) and to reconvey, without warranty, to the partness designated by the terms of said trust deed the estate now hold by you under the

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by

2 2 First Federal Savings and Loan Association, Beneficiary

# 11896