

TRUST DEED

THIS TRUST DEED, made this 13 day of October, 1967, between

DOYLE R. MILLER AND GAYLE M. MILLER, husband and wife

as grantor, William Ganong, as trustee, 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 12 of VALLEY VIEW, Klamath County, Oregon.

which said described real 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 appurtenant 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 FIFTEEN THOUSAND AND NO/100-----

(\$ 15,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary of and made by the grantor, principal and interest being payable in monthly installments of \$ 101.30 commencing November 15, 1967.

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 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.

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 this trust deed; to complete all buildings in course of construction hereof or the date construction is hereafter commenced; to repair and restore said property which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to fact; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit or suffer now or hereafter erected on said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary attached and with premium paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance 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 other charges due and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the several purposes thereof and shall thereupon be charged to the principal of the loan; or, at 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 said 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 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 beneficiary to pay 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 insurance premiums in the amounts shown on the statements submitted by the principal of the loan or to their representatives, and to charge said sums to 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 policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed, in computing the amount of the indebtedness for payment and satisfaction in 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 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 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 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 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; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and 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:

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 or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, 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 trustee 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 grantor, in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein 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.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver, to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of any said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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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 as 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 at 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.

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 date 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, legates 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.

Doyle R. Miller (SEAL)
Gayle M. Miller (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 13 day of October, 19 67, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named DOYLE R. MILLER AND GAYLE M. MILLER, 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.

Mary J. Sullivan
8/16/69

Notary Public for Oregon
My commission expires:

(SEAL)

Loan No. <u>7848</u>	STATE OF OREGON } ss. County of Klamath }
TRUST DEED	I certify that the within instrument was received for record on the <u>13</u> day of <u>October</u> , 19 <u>67</u> , at <u>3:45</u> o'clock <u>P.</u> M., and recorded in book <u>M-67</u> on page <u>7980</u> Record of Mortgages of said County.
TO Grantor FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	Fee 3.00
	Witness my hand and seal of County affixed. <u>Dorothy Rogers</u> County Clerk By <i>[Signature]</i> 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
by.....

DATED:....., 19.....

Saw. Sessom &c

FORM No. 882—Oregon Trust Deed Series—ASSIGNMENT OF TRUST DEED BY BENEFICIARY.

STEVENS-NEAL LAW FIRM, CO., PORTLAND, ORE.

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ASSIGNMENT OF TRUST DEED BY BENEFICIARY

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FOR VALUE RECEIVED, the undersigned beneficiary under that certain trust deed dated
July 26, 1965, executed and delivered by James F. Laws and Daphna N. Laws,
grantor, to Oregon Title Company of Klamath County, trustee, and recorded on
July 27, 1965, in book M-65 at page 375 of the Mortgage Records of
Klamath County, Oregon, conveying real property in said county described as follows:

Lots 1, 2, 3, the Southeasterly 40 feet of Lots 4 and 5, and the Southeasterly 20 feet
of Lot 6, Block 2, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon,

hereby grants, assigns, transfers and sets over to Mable L. Bishop, a single woman,
all his beneficial interest in and under said trust deed, together with the note or notes, moneys and obligations therein
described or referred to, with the interest, and all rights and benefits whatsoever accrued or to accrued under said
trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the
feminine and the neuter and the singular number includes the plural.

IN WITNESS WHEREOF, the undersigned beneficiary has hereunto set his hand and seal; if the undersigned
is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its
officers duly authorized thereunto by order of its Board of Directors.

DATED: September 26, 1967.

Ernest R. Sessom (SEAL)

Doris C. Sessom (SEAL)

(If executed by a corporation,
affix corporate seal)

(SEAL)

(If the beneficiary who signs above is a corporation,
use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath, ss.
September 26, 1967.

Personally appeared the above named Ernest R.
Sessom and Doris C. Sessom, husband
and wife, and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:
(SEAL) *Kenneth L. Dent*
Notary Public for Oregon
My commission expires: 6/22/71

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON, County of Klamath, ss.

Personally appeared
who being duly sworn, did say that he is the

a corporation, and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of Directors;
and he acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

(SEAL)

ASSIGNMENT OF TRUST DEED
BY BENEFICIARY

TO

AFTER RECORDING RETURN TO

Rel to
FFS+L

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instru-
ment was received for record on the
16 day of October, 1967,
at 9:45 o'clock A.M., and recorded
in book M-67 on page 7982
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Dorothy Rogers

County Clerk—Recorder.

By *Minnie Hall*
Fee: 1.50 Deputy.

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Oregon Lto

FORM No. 887—Oregon Trust Deed Series—TRUSTEE'S DEED OF RECONVEYANCE

STEVENS-HESS LAW FIRM, P.C., PORTLAND, ORE.

SR

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79887-1234 R
DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee or successor trustee under that certain trust deed dated June 2, 1967, executed and delivered by James M. Casey and Grace M. Casey, husband and wife, as grantor and recorded on June 2, 1967, in book M-67 at page 4148 of the Mortgage Records of Klamath County, Oregon, conveying real property situated in said county described as follows:

The West 57 feet of Lots 12 and 13 in Block 39 in HOT SPRINGS ADDITION to the City of Klamath Falls, according to the duly recorded plat thereof on file with the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of Esplanade and E1 Dorado Streets being the most Westerly corner of Block 39 aforesaid; thence South along the Easterly line of E1 Dorado Avenue to the Southwest corner of said Lot 13; thence Northeasterly along the Southerly line of said Lot 13, 57 feet; thence Northwesterly parallel with E1 Dorado Avenue to the Southerly line of Esplanade; thence Southwesterly along the Southeasterly line of Esplanade to the place of beginning,

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: October 12, 1967.

William Ganong (SEAL)

(If executed by a corporation, affix corporate seal)

Trustee

(If the trustee who signs above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

October 12, 1967.

Personally appeared the above named

William Ganong

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Carl V. Greenwood
Notary Public for Oregon

My commission expires:

April 4, 1971

STATE OF OREGON, County of Klamath } ss.

Personally appeared _____ and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the

president and that the latter is the

secretary of _____,

a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal

said corporation and that said instrument was signed and sealed in behalf

said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon (OFFICIAL SEAL)

My commission expires:

TRUSTEE'S DEED OF RECONVEYANCE

TO

AFTER RECORDING RETURN TO

*Equitable Savings Loan
Klamath Falls, Ore*

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument

was received for record on the

16 day of October, 1967,

at 9:25 o'clock A.M., and recorded

in book M-67 on page 7983

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Dorothy Rogers

County Clerk—Recorder.

By *Dorothy Rogers* Deputy.

Fee 1.50