

THIS TRUST DEED, made this 30 day of November 19 67, between
CHESTER JACK AND DELORA MARIE JACK, husband and wife,

CHESTER JACK AND DELOBA MARIE JACK, 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:

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 8 of LLOYD'S TRACTS, 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, 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, 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 AND NO/100** (\$ **12,000.00**)

(\$ 12,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$81.50 commencing January 3, 1968.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter to the beneficiary to the grantor or other, 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 a note or notes, 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.

[illegible][illegible]

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, and before the same begin to be assessed against said property, or any part thereof, the policies upon said property, such policies and to pay premiums on all insurances upon any and all of the above described property, to be made through the beneficiary named in all of the above assessments and other charges levied or assessed against said property in the above assessments and other charges levied or assessed against said property by the collector of such taxes, assessments and other charges, the statements thereof furnished by the insurance company, in the amounts shown on the statements thereof, to pay the principal of the loan or other indebtedness of the grantor, and to charge said sums in or to a reserve account, if any, established for such purposes, the grantor agrees to hold the beneficiary responsible for the payment of such sums, and to execute a written or printed assignment of the sums which may be required from the beneficiary to the insurance company, and to execute a written or printed assignment policy, and the benefit or damage growing out of a defect in title, or to compromise and settle with an insurance company, and in the event of any such compromise or settlement, the grantor agrees to execute a written or printed receipt upon the obligations secured by this instrument, and to apply any such compromise or settlement to the payment of the indebtedness of the grantor 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 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, and its expenditures therefor shall be secured by the lien of the first deed. In any improvements made on said premises and also to make such repairs to complete property as in its sole discretion it may deem necessary or advisable.

[illegible]

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 or defend any such proceedings, and to take such action, or to make any compromise or settlement or appear in or defend any such taking and, to require that all or any portion of the amount so payable as compensation for such taking, or any part thereof, shall be paid to or incurred by or for the beneficiary, and the excess of the amount received and applied by it first upon such proceedings, shall be paid to the beneficiary and the balance so paid or incurred by the beneficiary for such proceedings, and the expense and attorney's fee incurred by the beneficiary in such proceedings, and the balance so paid or incurred by the beneficiary for such proceedings, shall be paid to the beneficiary at its own expense, to take such action as it may deem necessary and proper, and to make such request as it may deem necessary in obtaining such compensation, and the giving of such instruments as shall be necessary in connection with such proceedings.

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 requiring the consent of any person for full reconveyance or the indebtedness, the trustee making the same shall execute and deliver to the beneficiary, or to his agent, attorney-in-fact or other agreement creating or restricting thereon, (a) joint in granting without warranty, all or any part of the lien or charge hereon; (b) any subordination since may be described as the "person entitled to receive the proceeds of reconveyance," and (c) any other document which may be required by law to effectuate truthfulness thereof. Trustee's fees for any of the foregoing conclusive proof of the same shall be \$5.00.

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 all rents, issues, royalties and profits of the property which grantor shall default in the payment of personal property located thereon. The proceeds of all such rents, issues, royalties and profits shall be paid to the beneficiary in full each month of any agreement hereunder, grantor hereby irrevocably and exclusively cede and assign to beneficiary all rents, issues, royalties and profits secured hereby or in hereinafter due and payable. Upon the death of grantor prior to the right to collection may at any time without notice, either by the grantor hereunder, the beneficiary or his heirs, assigns, personal representatives or assigns, the beneficiary or his heirs, assigns, personal representatives or assigns, shall have the right to collect the same by a court, and without regard to, or by agent or by a real said property, or any part thereof, secured, enter upon and take possession of the same, and collect the same rents, issues and profits, including those due for or otherwise collect the same, and the expenses of operation and collection, and unpaid, and apply the same to the payment of the expenses of operation and collection, and the same 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 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 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 recordation 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.

announced at the time fixed by the preceding post-ponement. 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, including 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.



Chester Jack (SEAL)

Delora Marie Jack (SEAL)

THIS IS TO CERTIFY that on this 30 day of November, 1967, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named:

CHESTER JACK AND DELORA MARIE JACK, 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.

E. William Ganong
Notary Public for Oregon
My commission expires: 5-19-69

Loan No. _____

TRUST DEED

TO Grantor
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 COUNTIES WHERE USED.)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 1 day of December, 1967, at 1:53 o'clock P. M., and recorded in book M-67 on page 9340 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk

By *Marie Hel*

Fee 3.00

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 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 _____

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