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TRUST DEED VOLMO PAGE 1347

THIS TRUST DEED, made this 9th day of February FRANK A. SUCCO AND BEVERLY P. SUCCO, husband and wife

ras grantor, William Ganong, as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and containing under the large of the United States on Locality

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 27 and the Northwesterly 25 feet of Lot 26 in Block 17 of Eldorado Heights in the City of Klamath Falls, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, which said described predicts and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apperrents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apperrents, issues, profits, water rights and ill plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation taining to the above described premises, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, ventilating, out-reflect in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, ventilating, out-reflect in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, ventilating, out-reflect in place such as wall-to-wall carpeting and line apparatus, floor covering in place such as wall-to-wall carpeting and line apparatus, including and interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of the sum of the grantor has one and the payment of the sum of the sum of the sum of the profits and the payment of the sum of the profits and the payme

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 load or notes. If the indebtoiness secured by this trust deed its evidenced by more than one note, the beneficiary may credit payments received by it upon as the beneficiary may read 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 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 thereof and, when due all the proposed to the form all encountrances having presaid property; to keep said proposed the form all encountrances having presaid property which thereof or the construction is hereoff the said premises within six months from the date hereof or the construction is hereafter countered the following the property which may be damaged or destroyed and pay mapperty at all costs incurred therefor; to allow beneficiary to inspect any property at all costs incurred therefor; to allow beneficiary to inspect and pay mapperty at all costs incurred therefor; to allow beneficiary to inspect and pay the property within fifteen days after the property of such beneficiary within fifteen days after the property in good repair and to commit or suffer no waste of said premises; to keep all buildings and improvements now or hereafter erected upon miss; to property in good repair and to commit or suffer no waste of said premises to keep all buildings, property and improvements now or beneficiary and premises continuously insured against loss now or abound other hazards as the beneficiary may from time to time discussion of the property in good repair and to commit or obligation as sum not less than the original principal sum of the property of the property of the property and to deluce the original policy of insurance against loss of the property of the property and to deluce the original policy of insurance to the beneficiary, and to deliver the original policy of insurance. If fifteen days prior to the effect of the beneficiary, which insurance is the beneficiary and property and insurance. If and policy of insurance.

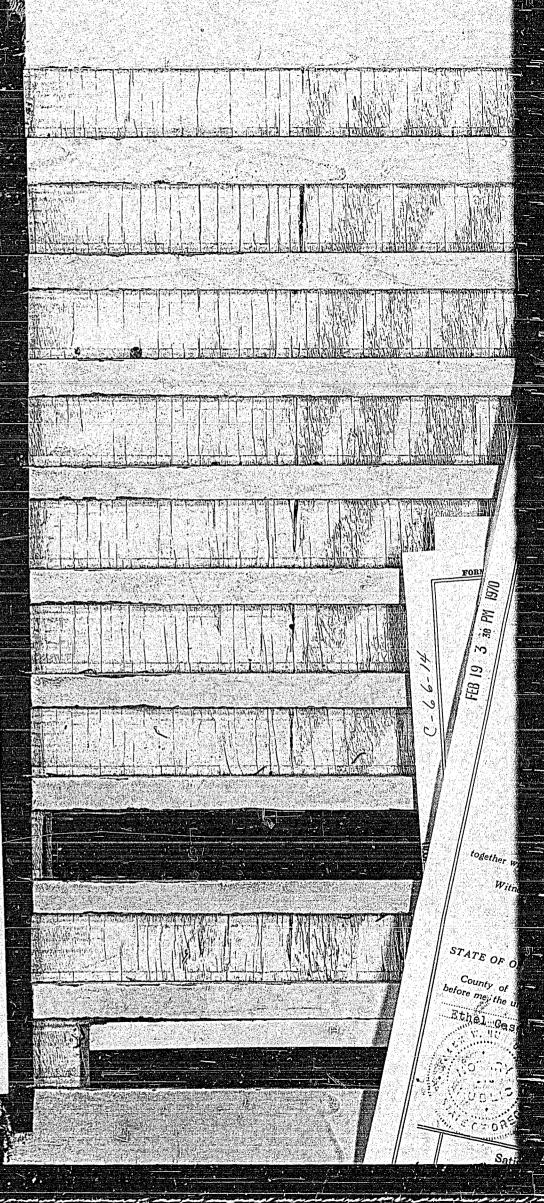
property as in its sole discretion it may deem necessary or advisable.

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 other pays and expenses of the trustee incurred in connection with a reasonable response in an expense of the property of the search and topic of the rights or powers of the beneficiary or trustee; and to pay its property of the trustee of

It is mutually agreed that:

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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 settlements connection with such taking and, if it so elects, to require that all or any porting of the money's such taking and, if it so elects, to require that all or any porting of the money apayable as compensation for such taking, which are in excess of the amount repayable to the proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs appears and attorney's and applied by it first upon any reasonable costs appears and attorney and 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.



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 so sold, but without any overands or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the reuthfulness thereof. Any person, excluding 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 ileas subsequent to the interests of the trustee the 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. 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 nutify 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 increin. In construing this deed and whenever the context so requires, the masculine sender 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. STATE OF OREGON THIS IS TO CERTIFY that on this 19 day of personally-known to be the identical individual S. named in and who executed the foregoing instrument and acknowledged to me uted the same freely and voluntarily for the uses and purposes therein expressed. DEVI: executed the same neary and the same my hand and affixed my large my large my hand and affixed my large my larg times O Dace Public for Oregon commission expires: 10 25-70. (SEAL) 1642 STATE OF OREGON \ ss. TRUST DEED I certify that the within instrument was received for record on the 19th day of February , 19 70 at3:38_o'clock_P.M., and recorded in book M-70......on page 1347 Record of Mortgages of said County. TO FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION After Recording Return To: FIRST FEDERAL SAVINGS WM D. MILNE County Clerk 540 Main St. FEE \$ 3.00 Jorstma Klamath Falls, Oregon 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 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 DATED

