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obtained. In order to provide regularly for the prompt payment of said tates, assessments or other charges and housance premiums, the grantor agrees to pay to the beneficiary, together with and in premiums, the grantor agrees to pay to principal and interest payable under the service of the noise or obligation secured or other months, and payable with respect to and of the same assessments and ingrees due and payable with respect to and of the same, assessments and payable with on set or other service and alterest of the service and the service of the ser

security and administrators shall warrants and defend his said title thereto security and administrators shall warrants and defend his said title thereto astronaut the claims of all persons whomsover.

The beneficiary may erccs. The grantor hereby covenants to and with the trustee and the beneficiary ein that the said premises and property conveyed by this trust deed are guitors and clear of all encumbrances and that the grantor will and his heirs, suitors and administrators shall warrank and defend his said title thereto ainst the claims of all persons whomsoever,

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THIS TRUST DEED, made this 29th day of

sach agreement of the grantor herein contained and the payment of the sum of <u>ELEVEN THOUSAND TWO HUNDRED FIFTY</u> (s <u>11,250,00</u>) Dollars, with interest thereon according to the sum of <u>ELEVEN THOUSAND TWO HUNDRED FIFTY</u> beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of <u>SOU.70</u> May <u>10,...</u> 19.7.1. This trust deed shall further secure the payment of such additional money, having an interest in med hereafted by the beneficiary to the grantico or others more than one note, the beneficies secured by this trust deed is wildened by a say of said notes or part of say payment on one note and part on another, as the beneficiary may etect.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, reins, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apper-taining to the above described premises, and all plumbing, lighting, hereing, ventilating, circonditioning, reinferrating, watering and irrigation apparatus, equipment and fittures, together with all awnings, venelian blinds, floor covering in place such as wall-to-wall carpeting and irrigation leum, shades and built-in ranges, distiwashers and other built-in appliances now or hereafter installed in or used in connection with the advor-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 ELEVEN THOUSAND TWO HUNDRED FIFTY AND NO. 11, 250,000

11

ROGER W. PETERS AND CAROLYN J. PETERS, husband and wife ..., 19 71, between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and 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: A tract of land situated in the SE 1/4 SE 1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, in Klamath County, Oregon: Beginning at a point that is 238.7 feet North of a point that is 557.4 feet West of the Southeast corner of Section 36, Township 39 South, Range 7 East of the Willamette Meridian; thence North 208.7 feet; thence West 208.7 feet; thence South 208.7 feet; thence East 208.7 feet to the point of beginning.

March

TRUST DEED

anali be 85.00. A. As additional ascurity, stantor break mains to invariating the formation of the state of

It is mutually agreed that: . 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 of eminent domain or condemnation, the beneficiary shall have to the right of a similar domain or condemnation of defend any ac-tion or processing and, for some any compromise or activening of defend any ac-such taking and, for some any compromise or activening of defend any ac-guired to pay all reasonable and taking, which are in scena of this money's or incurred by the granitor in atta, expresses and attorney's fees necessarily paid free necessarily paid or incurred by the balls coats and expenses and attorney's heatness explicit upon any the coats and expenses and attorney's heatness explicit upon any the coats and expenses and attorney's heatness explicit upon any the coats and expenses and attorney's heatness explicit upon any the coats and expenses and attorney's heatness explicit upon any the coats and componentiary in action agrees, to take over expense, to take such actions and creates such in instruments as shall request. A interest in outside and from time to time upon written request of the bene-frienty, payment of its free and presentation of this deed and the note for en-dorement (in case of all recoveryance, for cancellation), without affecting the consent to the making of this payment of the indebiedness, the true affecting the consent to the making of this payment of the indebiedness, the true affecting the consent to the making of this payment of the indebiedness, the true affecting the consent or creating had map or plat of and property; (b) join a granting or other agreement affecting the first of the property. The grantee in any reconting without warranty, all or any pairs of networks from a pairs patient (if reconvey, ance may be described as the "s of the property. The grantee in any roof of the the recting therein, or patients from the particle therein" and irrithfulness therein. Truster's term for any of the services in this paragraph shall be \$2.00.

The bencficiary 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 mutically agreed that:

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, fees and expenses of this trust, including the cost of the search, as well as the other costs and expenses of the frustes incurred in connection with or in anoreing this organication and trustee's and attorney's to pay all costs in an ordering the search and defend any action or proceeding purporting to affect the security to appear in and defend any action or proceeding purporting to affect the secur-costs and expenses, including cost of evidence of title attorney's fees in a reasonable sum to be flast by the court, in any such attorney's fees in a which the beneficiary or trustee may appear and in any such action or proceeding in ficiary to forectose this deed, and all seid sums shall be secured by this trust deed.

obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the beneticiary may at its option carry out the same, and all its supenditures there-tor shall draw instant at the rate specified in the note, the bar of the bar of the the grantor on demand and shall be secured by the lien of the trust deed. In 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.

default, any balance remaining in the reserve account shall be credited to the indebtcdness. If the reserve account for taxes, assessments, insurance premiums and other charge is not sufficient at any time for the pay insurance premiums as they become distance and the state of the default of the other of the demand, and if not pain franter shall pay the deficit to the of such charges demand, and if not pain within ten days after such demand, the baneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.



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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 pol-leles or compensation or awards for any taking or damage of the property, and the application or release thereof, as altoresaid, shall not cure or waive any de-fault or notice of default hereunder or invalidate any act done pursuant to

su notice. 5. The grantor shall notify heneficiary in writing of any sale or con-ter for sale of the above described property and furnish heneficiary on a suid ordinarily but such personal information concerning the purchaser as service charge.

a service charge. 6. Time is of the essence of this instrument and shall pay beneficiary management of any indebtedness secured hereby or in performance of any greement herounder, the beneficiary may decine all sums secured hereby im-mediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustees shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell the trust property, which notice trustees shall cause to be during the description of the trust end is trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the required by law.

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 athorney's fees not exceeding \$5000 each) other thum such portion of the principal as would not then be due had no default occurred and thereby cure the default.

Bot then be due man no default occurred and thereby cure the default. 8. After the lapse of such time as may then be required by law following the recordiation of sail notice of idefault and giving of said notice of sail, this trustee shall sell said property at the time and place fixed by him in said notice of sail, either as a whole or in separate parcels, and in such order as he may de-termine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sais. Trustee may postpone saile of all or any portion of said property by public announcement at such time and place of saie, and from time to time thereafter may postpone the saie by public an-

STATE OF OREGON )

6

TRUST DEED

TO FIRST FEDERAL SAVINGS &

LOAN ASSOCIATION

540 Main St. Klamath Falls, Oregon

After Recording Return To: FIRST FEDERAL SAVINGS

Grantor

Benefician

85.

County of Klamath

-

Loan No.

1 17 2

DATED:

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 pro-perty so soil, but without any coverant or warranty, supra by a soil of the resitias in the deed of any matters or facts shall be conclusive purch truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale. and the beneficity, may purchase at the said. 9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sails as follows: (1) To the expenses of the said 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 granter of the trust deed or to his successor in interest entitled to such surplus.

deed or to his auccessor 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 name herein, or to any uncomposite a successor or successors to any trustee name herein, or to any weyness of the suppointed herounder. Upon such appointment and without con-such appointment and substitution shall be vested with all title powers and duties conferred upon the substitution shall be writed with all title powers such appointment and substitution shall refere to the county deed and its place of record, which, when recorded in the office of the count, so recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

proper appointment of the successor trustee.

Trustee accepts this trust when this deed, duly executed and acknow-eriged 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 trusts estable to a party unless such action or proceeding is brought by the trustee.
This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legates deviaces, administrators, excensors and assigns. The term "beneficiary" shall mean the solute cattering of the trustee prefix of the note secured hereby, whether or not named owner, including prefin gender 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.

n Peters (SEAL) (SEAL)

THIS IS TO CERTIFY that on this 29th March 19 71 b Notary Public in and for said county and state, personally appeared the within named. ROGER W. PETERS AND CAROLYN J. PETERS, husband and wife me, the undersigned, a



DON'T USE THIS (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.;

Notary Public for Oregon My commission expires: 11-12-74

STATE OF OREGON } ss. County of Klamath

I certify that the within instrument was received for record on the 2nd day of Apr11 19 71 at 11:14 o'clock A M., and recorded in book M 71 on page 2739 Record of Mortgages of said County.

Witness my hand and seal of County affixed. Wm. D. Milne

) County Clerk By alice C. Kreger Brance 2.00 Deputy

REQUEST FOR FULL RECONVEYANCE

## To be used only when obligations have been paid.

ta

TO: William Ganong.

Allen Linger

2.5

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by add 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 becewith together with said trust deed and to reconvey, without warranty, to the parties designated by the terms of said trust deed the setate now hold by you under the

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First Federal Savings and Loan Association, Beneficiary