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TRUST DEED

19 71, between May THIS TRUST DEED, made this 7.t.h. day of WALTER R. RICHARTZ AND BARBARA J. RICHARTZ, husband and wife

, as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

The grantor trrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

> Lot 2 in Block 13 THIRD ADDITION TO MOYINA, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurlenances, tenements, hereditaments, which said described real property does not exceed three acres, together with all and singular the appurlenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appearants in the above described premises, and all plumbing, lighting, heating, 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 above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection. each agreement of the grantor herein contained and the payment of the sum of TWENTY TWO THOUSAND AND NO/100

each agreement of the grantor herein contained and the payment of the sum of TWINIX TWO TROUDAND AND TOO 1993.

(\$22.000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$.150.05 commencing beneficiary or order and made by the grantor, principal and interest in the secure the payment of such additional money.

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 in the payment of the payment of the payment of the grantor or others in the payment of the paym

any of said notes or part of any payment on one note and part of another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary befolt 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, securitors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsower.

roe and conr of the encounterance and defend his said title thereto against the claims of all persons whomsover.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, casessments and other charges levied against thereof and, when due, all taxes, casessments and other charges levied against thereof and, when due, all taxes, casessments and other charges levied against thereof and, when due, all taxes, casessments and other charges levied against thereof or here the control of the property in the said property to keep said property to the control of the premises within six months from the date or hereafter constructed or all premises within six months from the date property which may be damaged or destroyed and pay, when due, all the dates of the constructed or promptly and which may be damaged or destroyed and pay, when due, all the dates of the constructed or said property to repeat and property of the beneficiary within filteen days after written notics from become or research fact; not to remove or destroy any building or improvements now or constructed on said property in good the property and to commit or suffer hereafter erected upon asid property in good the property and improvements now or constructed on said property in good these property and improvements now or the said profile of the premises continuously insured against loss now or hereafter erected on said property in good the property and improvements now or constructed on said property in the property in time to time require, by fire or such other hearst to evident premises continuously insured against loss now or hereafter the original plucy of insurance in correct form and with appropriate the original pulley of insurance in correct form and with appropriate property in the selection of insurance in correct form and with appropriate property in the selection of insurance in correct form and with appropriate the original place of husbless of the beneficiary, which the insurance discretion obt

obligation secured neresy.

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 shantor interest at the rate specified in the note, shall be repayable by the same of the same of

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

The grantor further agrees to comply with all have ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the costs of title search, as well as the other costs and expenses of the trustee incurred in connection with or in entoring this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purpose to affect the security increof or the rights or powers of the benefits of the trustee; and to pay all costs and expenses, including cost of syldence of little and attorney's fees in a costs and expenses, including cost of syldence of little and attorney's fees in a reasonable sum to be fitsed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any at brought by beneficiary to forecloss this deed, and all said sums shall be secured by this trust deed.

It is mutually agreed that:

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 hencitary shall have the right to commance, prosecute in its own name, appear in or defend any active right to commance, proceedings, or to make any compromise or sattlement in connection with its or properties of the same of the control of the money's such taking and, if it 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 amount personal or pay all reasonable costs, sepuess and attractory, fers necessarily said or incurred by the grantor in such proceedings, shall be poid to the benefitlary and applied by it first upon any reasonable costs and expenses and strongery ballones applied upon the indebtackess secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such intriments as half be necessary in obtaining such compensation, promptly upon the beneficiary's request.

shall be \$5.00.

5. As additional security, grantor hierary assigns to beneficiary during the continuance of these tracts all rents, bessed, eventues and profits of the property affected by this dued and of any personal property located thereon. Until prainter shall default in the payment of any insteadedness secured hereby or in the performance of any agreement hereader, prainter shall have the right to suit he performance of any agreement hereader, prainter shall have the right to suit here are the property of the state of the same property of the suit of the security of the indebtedness are the property of the state of the security of the indebtedness property of the suit of the security of the indebtedness hereby secured, entire upon and take possession of security for the indebtedness hereby secured, entire upon and take possession of security for the indebtedness hereby secured, entire upon and take possession of security for the indebtedness and of the security for any part, thereof in its soon name sure for a otherwise content has read and the state of security for the indebtedness and otherwise, lease and apply the rates, issues and sprofits, including these past due and unpaid, and apply the states, issues and sprofits, including these past due and unpaid, and sply the states, issues and sprofits, including the security for the security for the property.

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the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the tee shall apply the proceeds of the trustee's sale as follows: (1) To expense of the sale including the compensation of the trustee, and a expense of the sale including the (2) To the obligation secured by the ontable clarge by the attorney (2) To the obligation secured by the tested (3) To all persons having recorded liens subsequent to the trusts of the trustee in the trust deed as their interests appear in the rests of the trustee in the trust appear to the property of the trust of their priority. (4) The surplus, if any, to the grantor of the trust of their priority. (4) The surplus, if any, to the grantor of the trust of their priority. 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 consistent that the successor trustees appointed herounder. Upon such appointment and without considered to the successor trustee, the latter an anned or appointed herounder should distinct the successor trustee, the latter a named or appointed herounder such such appointment and substitution and to made by written instrument execution to the successor trustee and the successor trustee.

10. For any reason permitted by law, the benefit and the successor trustee and the successor trustee. rired by law.

7. 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 the Trustee for the default then due under this trust deed and lieged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred obligations secured the sale of the obligation and trustee's and attorney's fees enforcing the terms of the obligation and trustee's and attorney's fees exceeding \$50.00 each) other than such portion of the principal as would then be due had no default occurred and thereby cure the default. not then be due had no default occurred and thereby cure the default.

2. After the lapse of such time as may then be required by law following the recordation of said notice of default and selected by the lapse of said, the restee shall sell said property at the stem sell, and in such order as ten may default, and the such order as ten may default, and the such order as ten may default, and the such order as ten may default of the selection of IN WITNESS WHEREOF, said grantor has hereunto set his kand and seal the day and year first above STATE OF OREGON County of Klamath Notary Public in and for said county and state, personally appeared the within named.... WALTER R. RICHARTZ AND BARBARA J. RICHARTZ, husband and wife HALLER RECHARTZ AND BARBARA J. RICHARTZ. husband and wife
in the personally thrown to be the identical individual. S named in and who executed the foregoing instrument and acknowledged to me
three executed the same freely and voluntarily for the uses and purposes therein expressed.

The resulting where the property of the uses and purposes therein expressed.

The resulting where the results are the property of the uses and purposes therein expressed. Notary Public for Oregon
My commission expires: 11-12-74 POBIZO! SEAL OF ORLES STATE OF OREGON Ss. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 7th day of MAY , 19 71, at 3,556 o'clock P.M., and recorded (DON'T USE THIS
BPACE: RESERVED
FOR RECORDING
LABEL IN COUNTIES WHERE
USED.) in book __M_71 ____ on page __4096 Record of Mortgages of said County. Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION WM. D. MILNE County Clerk By Hazel Dragel After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St.
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 or the been fully paid and satisfied. Too bereby are directed, an payment to you of any sums owing to you under the terms of said trust deed or the been fully paid and satisfied. Too bereby are directed, an payment to you of any sums owing to you under the secure in evidences of indebtedness secured by said trust deed (which are delivered to you between hold by you under the secure in evidences of indebtedness secured by the terms of said trust deed the estate now held by you under the state of the secure of the sec First Federal Savings and Loan Association, Benediciary

