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TRUST DEED

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THIS TRUST DEED, made this 19th day of

EDWARD W. RASNER AND MARGARET L. RASNER, husband and wife

rirst federal savings and Loan association of Klamath Falls, Oregon, a corporation organized 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 5 in Block 12 of THIRD ADDITION TO MOYINA, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtonances, 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, rolfigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetion blinds, floor covering in place such as wall-to-wall carpeting and line-leum, 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 TWENTY THOUSAND SIX HUNDRED AND NO. (\$20.600.00.) Dollars, with interest thereon according to the terms of a promissory note of even data together payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$1.47.50. commencing

This-trust deed shall further secure the payment of such additional money. default, any balance remaining in the reserve account shall be credited to the

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 accured 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.

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 or hereafter construction on the date hereof or the date construction is hereafter commendation or migrovenent on said property day of the date construction is hereafter commendating or migrovenent on said property and in good workmanish manner destroyed and pay, when due, all constructed therefor; to allow heneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to heneficiary within fifteen days after written notice from heneficiary of such fact; not to remove or destroy any building or improvements now or hereafter erected upon said 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 said property in good repair and to commit or suffer no waste of said premises; to keep all buildings, property and improvements now or hereafter erected upon said premise continuously lasured against loss by fire or such other hazards as the beneficiary must fact or obligation such as the said premise continuously lasured against loss by fire or such other hazards as the beneficiary of the note or obligation such as the said premises of the beneficiary attached and with approved loss payable clause in favor of the beneficiary, which to the beneficiary, which insurance. If said policy of insurance is not so tendered, the beneficiary attached and with approved loss payable clause in favor of the beneficiary, which insurance shall be non-cancellable by the granter during the full term of the policy thus obtain insurance for the beneficiary.

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 hote charges assessments and other charges are all to one-thirty-state to the hote charges assessments and other charges the near the state of the 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.

Should the grantor fail to keep any of the foregoing covenants, then the henefficiary 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 this 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.

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 cost 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:

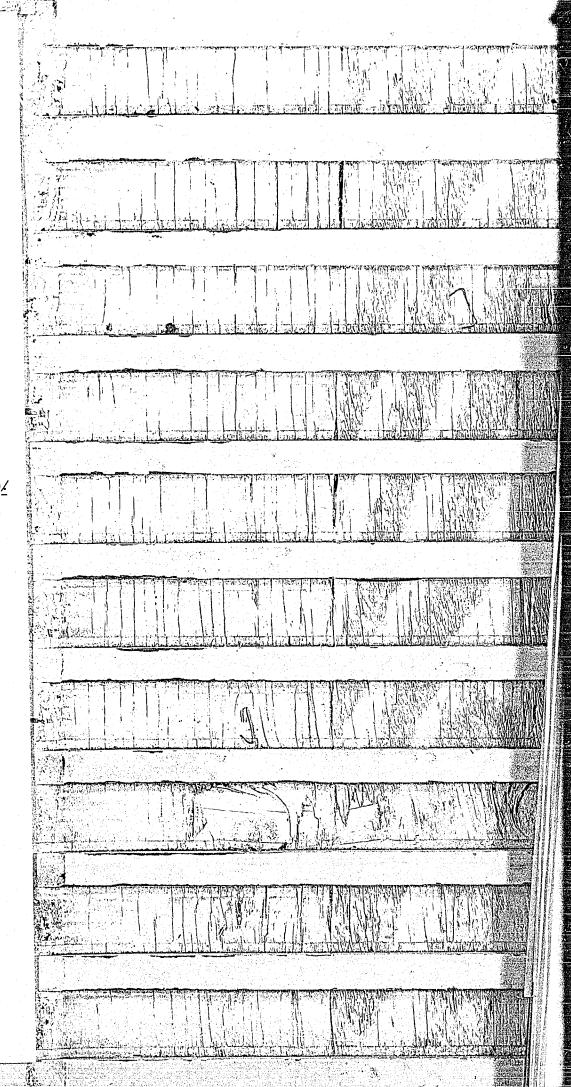
It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemantion, 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 is 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 or incurred by the grantor in such proceedings, shall be pail to the beneficiary and applied by it first upon any reasonable costs and expense of the encountry fees necessarily paid or incurred by the beneficiary is the proceedings, and the halmoe applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such lastruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to these upon many time and from time to the such as the such actions are accused as the content and the proceedings.

annumers increa, 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, royaltes and profits of the property affected by this deed and of any personal profess and profits of the property affected by the parameter of the property affected by the parameter of the property of the property of the property of the property of the personal profess accured hereby or in the personal property of the property of the personal property of the personal property of the profess of the property of the profits profits profits profits profits property of the profits profit



7645 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 covenant or warranty, express or implied. The rectials in the deed of any matters or facts shall be conclusive proof of the truthfulness 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 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. deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beerficiary 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 inter shall be vested with all title, powers and states entered upon any trustee herein named or appointed hereunder. Each by the beneficiary, containing reference to this trust in strument securically the tendency of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so elleged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred 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. 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 Inw. 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 granton, 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 blads 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 heneficiary 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. 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 saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest blidder for eash, in lawful money of the United States, payable at the time of saie. Trustee may postpone sale of all or any portion of said preperty by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this 19th day of July Notary Public in and for said county and state, personally appeared the within named EDWARD W. RASNER AND MARGARET L. RASNER, husband and wife poisonally known to be the identical individualS... named in and who executed the foregoing instrument and acknowledged to me IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notonical (SEAL)7 2. ORECOM 11-12-74 STATE OF OREGON) ss. Loan No. County of Klamath TRUST DEED I certify that the within instrument was received for record on the ...21st day of July 19.71, at 11:250'clock A.M., and recorded (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE in book M71 on page 7.644 Record of Mortgages of said County. TO FIRST FEDERAL SAVINGS & USED.) Witness my hand and seal of County LOAN ASSOCIATION affixed. Wm.D. Milne After Recording Return To: FIRST FEDERAL SAVINGS County Clerk 540 Main St. Klamath Falls, Oregon Fee \$1.50 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtodness 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 slatute, 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

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