55327	8 - 28-1208	VOL 71 PAGE	550 550	Section of the sectio
THIS TRUCT DEED mode	TRUST DEED	ust, 1971	L, between	
BRUCE N. WITZ	ZEL AND RUBY I, WITZEL, , as gr. D LOAN ASSOCIATION of Klama	husband and wife antor, William Ganong, Jr., as tr th Falls, Oregon, a corporation orga	rustee, and mized and	
The granter interesting and	WITNESSETH	: the trustee, in trust, with power of	f sale, the	in a pice
property in Klamath County, O	regon, described as:			
Lots 3, 4, and City of Malin	nd 5 in Block "D" of RAI n, Klamath County, Orego	IROAD ADDITION to the		
		and An the An the Anna Anna Anna Anna Anna Anna Anna Ann		
which said described real property do	es not exceed three acres, together with all	and singular the appurtenances, tenements,	heredilaments,	Leurenster
taining to the above described premis apparatus, equipment and fixtures, tog	es, and all plumbing, lighting, heating, vent ether with all awnings, venetian blinds, floor washers and other builtin appliances now of	hereafter bolonging to, derived from or in a llating, air-conditioning, refrigerating, watering r covering in place such as wall-to-wall carpe hereafter installed in or used in connection y	with the above	
described premises, including all intere- each agreement of the grantor herein 15,050,000 , p. ;; ;; ;;	st therein which the grantor has or may here contained and the payment of the sum of FI	IRTEEN THOUSAND FIFTY ANI	<u>D NO/100</u>	
beneficiary or order and made by the	granior, principal did interest being payable	balance remaining in the reserve account shall be	e credited to the	
if any, as may be loaned hereafter by the having an interest in the above described p note or notes. If the indebtedness secured more than one note, the beneficiary may of any of said notes or part of any payment	beneficiary to the grantor or others indebtedness property, as may be evidenced by a and other c by this trust deed is evidenced by a as they bec redit payments received by it upon demand, an on one note and part on another, may at its	a, if the reserve account for taxes, assessments, main harges is not sufficient at any time for the payment come due, the grantor shall pay the deficit to the di if not paid within ten days after such demand, option add the amount of such deficit to the	t of such charges beneficiary upon t, the beneficiary	
as the beneficiary may elect. The grantor hereby covenants to and herein that the said premises and propert free and clear of all encumbrances and z	with the trustee and the beneficiary Should y conveyed by this trust deed are beneficiary int the grantor will and his herrs, for shall dr	detured nergely. I the grantor fail to keep any of the foregoing cov may at its option carry out the same, and all its ex raw interest at the rate specified in the note, shall raw interest at the rate specified in the note, shall	renants, then the the state of	
against the claims of all persons whomsee The grantor covenants and agrees to p	pay said note according to the terms property as	tion, the beneficiary shall have the right in its discre- ements made on said premises and also to make such in its sole discretion it may deem necessary or i renotor further agrees to comply with all laws, ordina	etion to complete h repairs to salid advisable.	
thereof and, when due, all taxes, assessme said property; to keep said property free endence over this trust deeal; to complete a or hereafter construction is hereafte promptly and in good worknanike manne said property which may be damaged or costs incurred therefor; to allow benefici	di buildings in course of construction covenants, within six months from the date fees and ex- r commenced; to repair and restore the other	conditions and restrictions affecting said property; xpenses of this trust, including the cost of title se costs and expenses of the truste incurred in cor	to pay all costs, carch, as well as nucction with or	<u>intra silas s</u>
times during construction; to replace any beneficiary within fifteen days after writi fact; not to remove or destroy any buildin	ten notice from beneficiary of such reasonable of or improvements now or hereafter which the	g this obligation, and trustees and attorneys lees m and defend any action or proceeding purporting to or the rights or powers of the heneficiary or trustee expenses, helduding cost of evidence of title and att sum to be fixed by the court, in any such action heneficiary or trustee may appear and in any suit forcelose this deed, and all said sums shall be secu	1; and to pay all or proceeding in brought by bene- reed by this trust	
no waste of said premises; to keep all b now or bereafter crected on said premise	ood repair and to commit or suffer deed, ulidings, property and improvements as continuously insured against loss The l	beneficiary will furnish to the granter on written re- tement of account but shall not be obligated or re r statements of account.	quest therefor an	
by fire or such other instards as the benefi- in a sum not less than the original print secured by this trust deed, in a company ficiary, and to deliver the original policy of approved loss payable clause in favor of premium paid, to the principal place of ifteen days prior to the effective date of asid policy of insurance is not so tender discretion obtain insurance for the benefit whill be non-zeneellable by the cranator du	or companies acceptable to the benefit f insurance in correct form and with it is the beneficiary attached and with i. In business of the beneficiary at least under the of any such poley of insurance. If under the	mutually agreed that:) the event that may portion or all of said propert right of eminent domain or condemnation, the bene to commence, prosecute in its own name, Appear in (seedings, or to make any compromise or settlement i		
obtained,	quired to g	g and, if it so ciects, to require that all or may porta	of the amount as	
In order to provide regularly for the ments or other charges and insurance pre- the beneficiary, together with and in ad- principal and interest payable under the te- hereby, an amount equal to one-twelfth (1) other charges due and payable with respect ing twelve months, and also one-thirty sitt payable with respect to said property will be trust, deed remains in effect, as estim-	niums, the granics agrees to pay to and applied diliton to the monthly payments of fees necess rins of the note or obligation secured alance ap /12th) of the taxes, assessments and to said property within each success.	compensation for such taking, which are in excess v pay all reasonable costs, expremses and altorney's fee l by the grantor in such proceedings, shall be paid d by it first upon any reasonable costs and expens arily paid or incurred by the beneficiary in such pro- piled upon the indebtedness occurred hereby; and the expense, to take such actions and execute such ins- ry in obtaining such compensation, prompily upon		
such sums to be credited to the principa		t any time and from time to time upon written recyment of its fees and presentation of this deed and	quest of the bene-	
the beneficiary in trust as a reserve no premiums, taxes, assessments or other c and payable.	count, without interest, to pay said any easem charges when they shall become due or other a without w	(In case of full reconveyance, for cancentation, with any person for the payment of the indebiedness, th the making of any map or plat of said property; (b uent or creating and restriction thereon, (c) join in greement affecting this deed or the llen or charge her arranty, all or any part of the property. The grance be described as the "person or persons legally enti-	 join in granting any subordination reof; (d) reconvey. in any reconvey. illed therefor and 	na ant
While the grantor is to pay any a charges levied or assessed against said p the same begin to hear interest and als	and all taxes, assessments and other the recita property, or any part thereof, before truthfulne o to pay premiums on all insurance shall be \$	is therein of any matters or facts shall be conclu as thereof. Trustee's fees for any of the services 5,00.	in this puragraph	
policies upon said property, such payment	y nuthorizes the beneficiary to pay 3. A	is additional security, grantor hereby assigns to bence coor these trusts all rents, issues, royailles and p etcd by this deed and of any personal property loca all default in the payment of any indebications sec	1 A A A A A A A A A A A A A A A A A A A	

ount of the indebteriness for payment and an r other acquisition of the property by the beau

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