

## September

September

WILLIAM R. WYNN AND \_\_\_\_\_ September

, 1971, between

1971, between  
 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and  
 existing under the laws of the United States, as beneficiary;  
 as grantor, William Ganong, Jr., as trustee, and  
 SERVICE M. WYNN, husband and wife

WITNESSETH.

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:  
The following described real property situate in Klamath County, Oregon:  
A parcel of land situated in the NW¼ of Section 36, Range 9 East, Willamette Meridian.

SE 24 2 13 PM 1981

Following described real property situate in Klamath County, Oregon:  
A parcel of land situated in the NW $\frac{1}{4}$  of Section 12 Township 39 South,  
Range 9 East, Willamette Meridian, more particularly described as follows:  
Beginning at the Northwest corner of Section 12 said Township and  
thence continuing North 87° 46' East 1336.5 feet to the true point of beginning;  
thence continuing North 87° 46' East 23.1 feet to a point; thence South  
89° 53' East 126.9 feet to a point; thence South 0° 13' East 205.73 feet,  
more or less, to the Northeast corner of parcel conveyed to Tubach, Vol.  
89-47, page 2775, Microfilm records of Klamath County, Oregon; thence South  
89° 47' West along the North line of said parcel a distance of 120.0 feet  
to the East right of way line of Patterson Street; thence continuing South  
North 0° 13' West along the center line of Patterson Street; thence  
beginning.

Except that portion of Patterson Street to the point of  
View Addition.

Except that portion of Patterson Street and Hilyard Avenue in Valley View Addition dedicated for street purposes.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments,  
rents, 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, heating, ventilating, air-conditioning to, derived from or in anywise apper-  
apparatus, equipment and fixtures, together with all cawnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lino-  
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 SIXTEEN THOUSAND SIX HUNDRED FIFTY  
(\$16,650.00) 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 \$ 119.20 AND NO/100--  
November 10, 19\_\_\_\_.

This trust deed shall further secure the payment of such additional  
if any, as may be loaned hereafter.  
having AB interest

This trust deed shall further secure the payment of such additional money as may be loaned hereafter by the beneficiary to the grantor or other persons or notes. If the indebtedness secured 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 the balance 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 thereagainst the claims of all persons whomsoever.

[illegible][illegible]

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, hereafter, he shall begin to bear interest and due to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against the property in the amounts shown by the statements submitted to him by the principal of the loan or his representatives, and to pay the same to the insurance carrier in the amounts shown on the statements submitted to him by the principal of the loan or his representatives, and to pay the same to the reserve fund account, if any, established for the purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance policy, and the beneficiary hereby is authorized in the event of any loss or damage growing out of a defect in any such policy, to compromise and settle with the insurance company which issued such receipts upon the obligation secured by this trust, to apply any such amount of the indebtedness to the payment and satisfaction in full or upon sale or other liquidation of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they come due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at his option sue for the amount of such deficit to the principal, the beneficiary obligation secured hereby.

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 shall draw down the trust fund in the same manner as if the same were made in its connection, the beneficiary shall be secured by its note, shall be repayable by its promissory note, and shall have the right in the use of this trust deed, and any improvements made on said premises, and also to make such additions to complete the improvements, and to take such action as may be deemed necessary or advisable.

[illegible]

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.

[illegible][illegible][illegible]

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 policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then 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 attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement 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 to sold, but without any covenant or warranty, express or implied. 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.

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 successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged to be made a public record, as provided by law. 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 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 pledgees, of the note secured hereby, whether or not named as a beneficiary 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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

*William R. Wynn* (SEAL)

*Bernice M. Wynn* (SEAL)

STATE OF OREGON,  
County of Klamath ss.

THIS IS TO CERTIFY that on this 23 day of September, 1971, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named WILLIAM R. WYNN AND BERNICE M. WYNN, husband and wife to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*James D. Beecher*  
Notary Public for Oregon  
My commission expires: 10-25-74

(SEAL)

Loan No. _____	
<b>TRUST DEED</b>	
_____	
_____	
TO _____ Grantor	
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	
Beneficiary	
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	
Fee \$3.00	
STATE OF OREGON } ss. County of Klamath }	
I certify that the within instrument was received for record on the <u>24</u> day of <u>Sept.</u> , 1971, at <u>2:13</u> o'clock P.M., and recorded in book <u>M71</u> on page <u>10177</u> Record of Mortgages of said County.	
Witness my hand and seal of County affixed.	
<u>Wm. D. Milne</u> County Clerk	
By <i>Captha Campbell</i> Deputy.	

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, Trustee

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 same.

First Federal Savings and Loan Association, Beneficiary

DATED: \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_