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## Vol. Mill Page TRUST DEED

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Hue THELE DEED made this 237dday of September , 19<sup>-71</sup>, between KARA LOU WELLS, a single woman

1983 FIDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and

## WITNESSETH:

the neutron neurophysical structure of sale, the trustee, in trust, with power of sale, the set in Klamath County. Oregon, described as:

## ilevent described real property situate in Klamath County, Oregon:

The first mass first leaf property situate in Ridmath County, Orego is a new to the City of Klamath Falls, Oregon, described as follows: the first of the City of Klamath Falls, Oregon, described as follows: the first along the Westerly line of Second Street 48.8 feet, more or the the center of the concrete driveway, which said concrete the first along the center line of the driveway 104.8 feet to the first along the center line of the driveway 104.8 feet to the the first along the Northerly along said lot line 48.8 the first along the Southerly line of Jefferson Street 104.8 feet

Let de chal teal property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, the profile, water tights and other rights, easements or privileges new or hereafter belonging to, derived from or in anywise appor-ter profile, water tights and other rights, easements or privileges new or hereafter belonging to, derived from or in anywise appor-ter the derive described premises, and all plumbing, lighting, heating, ventilating, airconditioning, refrigerating, watering and in-e equipation and lithtures, together with all awings, venetian blinds, floor covering in place such as wall-to-wall carpeling and line-ter and table it table in tungen, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above a premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing proformance of error and line applies and all interest therein which the granter has or may hereafter acquire. For the purpose of securing proformance of error and line and interest therein which the granter has or may hereafter acquire. For the purpose of securing proformance of error and the purpose of securing proformance of the pu utum a hotom contained and the payment of the sum of SIX THOUSAND FOUR HUNDRED AND NO/100-

1) Deflate, with interest thereon according to the terms of a promissory note of even dute herewish, psychle to the even and path by the grantec, principal and interest being payable in meathly installments of \$ 21,60 semmencus, 19/2.

For tool 4-d shift further scence the payment of such additional money, but tool 4-d shift further scence the payment of such additional money, a troop to boxed here discribed property, as may be evidenced by a sector 4 the toble there is accurately this trust decid is evidenced by the trust decide of the bore fields may credit payments received by it upon the sector 4 to the obtained on payment on one note and part on another, the sector at the toble of any payment on one note and part on another,

the growth berry coronality to and with the trustee and the beneficiary the set as a promote not properly conveyed by this trust deed are the total properly and that the grantor will and his here, the states of all prime whome very.

i. I classifications shall warrant and defend his said title thereto is the end all priors shownever.
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. The end of the prior shownever.
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, the set of the solutily for the prompt payment of soil taxes, assessed as a soil hoursance premiums, the granter agrees to pay to be the solution of the monthly payments of soil taxes, the granter agrees to pay to be determined as the first or the monthly payments of soil taxes, the solution secured to the taxes, assessments and taxes the solution of the taxes, assessments and taxes the solution of the taxes, assessments and taxes the solution of the solution secured to the taxes of the solution of the taxes, assessments and taxes the solution of the taxes assessments and taxes the solution of the taxes assessments and taxes the solution of the solution of the solution secure taxes the solution of the taxes assessments and taxes the solution of the taxes assessments and taxes the solution of the taxes and taxes the solution of the taxes are taxed to the principal of the taxes the solution of the barder do the barder do the taxes the solution of the barder do the barder do the taxes the solution of the taxes are taxes to the solution of the barder do the taxes are taxes to the taxes at terrive account, without interest, to pay solid taxes taxes the taxes the taxes the taxes the taxes the taxes at the taxes are taxes the solution of the taxes at the taxes at the taxes taxes the taxes taxes the taxes at the taxes at terrive account.

We the state is to pay any and all targe assessments and other to be state of a state square square property, or any part thereof, before a state to be indiced and also to pay premiums on all interact to be state of a state of the property, or any part thereof, before a state state indiced and also to pay premiums on all interact to be state indiced and also to pay premiums on all interact to state state indiced and also to pay premiums on all interact to state state indiced and also to pay premiums on all interact to state in the statements are to be made through the indice to state in the statements as all on the charge state and to pay the to pay indice a statements or other charges, and to pay the to be the state of the interactives, and to charge state state of the interact to state a state in the statements which may be required from the state and the presentiatives, and to charge state state of the the beneficiary reponsible for failure to have any insu-te the state of the indicate preponsible for failure to have any insur-ent and the state indicate in damage graving out of a defect in any in-present state in the indicate preponsible for failure to have any insu-rect state and the indicate preponsible for failure to have any insu-present state state in the indicate results and to apply any indice is and the indicate here are present and satisfaction in the state and the indicate interact or present and satisfaction in the state and the indicate and the property by the beneficiary after

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default, any halance remaining in the reserve account shall be credited to the indebtodness. If the reserve account for taxes, assessments, insurance premiums and other charges is a different at any time for the payment of such charges as they become due, the artiferent at any time for the payment of such charges demand, and if not point within an days after such defined to the beneficiary upon demand, and if not point within an days after such defined to the beneficiary may at its option add the amount of such definit to the pended of the obligation secured hereby.

obligation secured hereby. Should the granter fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures there-for shall draw interest at the rate specified in the note, shall be repayable by the granter on demand and shall be secured by the lien of this trust deed. In this connection, the heneficiary shall have the right in its discretion to complete any improvements made on such premises and alst to make such repairs to said property as in its solid 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 law, ordnances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fors and expenses of this truet, including the cost of tille search, as well as the other costs and expenses of the truete incurred in connection with or in enforcing this obligation, and truster's and attorney's fores actually incurred, ity before in the search and action or proceeding purporting to affect the secur-tive there is and expense of the beneficiary or truster; and to pay all costs and expenses including works of the hearficiary or truster; and to pay all costs and expenses including any appear and in any such action or preceding in which the beneficiary or truster may appear and in any such action or preceding in the area of the deed, and all said sum shall be secured by this trust deed.

The beneficiary will furnish to the granfor 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 initially 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 embend domain or condemnation, the beneficiary shall have the right of embend domain or condemnation, the beneficiary shall have the right of embend domain or condemnation, appear in or defend any ne-tion or proceedings, or to make any comprohise or activement in connection with probability and if it is clicit, to require that all or any portion of the monory's purch buy all reacts that have the second state of the beneficiary's or incurred by the grantor in each species and attorney's fees necessarily pul-or incurred by the grantor in the beneficiary in defendes and attorney's fees necessarily puld or incurred by the beneficiary in defines and attorney's fees necessarily puld or incurred by the beneficiary in defines the the second hereb; and the balance applied upon the indefines secure such hereb; and the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary's features.
2. At any time and from time to time upon written request of the beneficiary payment of its fees and presentation of this deed and the note the derement (in case of full reconveyance, for cancellation), without infecting the liability of any person for the payment of the hidderdeness, the trustee may be consent to the hidderdeness, the trustee may be consent to the making of any map or plat of said property; (h) join in granning any ensemble of the payment, any consent affecting this deed or the lien or charge hereof; (d) reconveyance may provide any pay.

1. As additional security, granter hereby assigns to beneficiary during the state of the state in the stat



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0240 nouncomput at the time fixed by the preceding partponement. The trustee shall deliver to the purchaser his deed in form has required by law, conveying the pro-perty as cold, but without any covenant or warranty, express or implied. The recitals in the deed of any mainters or facts shall be conclusive proof of the runtifulness thereof. Any person, excluding the trustee but including the granter and the beneficiary, may purchase at the sale. 4. The cutering upon and taking possession of said property, the collection of anch rents, issues and profits or the proceeds of fire and other insurance pol-icies or compensation or awards for any taking or damage of the property, and the application or release thereof, as a foresaid, shall not cure or waive any de-fault or notice of default hereunder or invalidate any act done pursuant to mob notice. Furthing a function and purchase at the sale.
9. When the Trustee sells pursuant to the powers provided herein, the frustee shall apply the proceeds of the trustees and 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 oblight on accured by the frust deed. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their latersts appear in the determined of the trustees and as their latersts appear in the end of the trustee shall be attorney. (2) To the oblight of the trustee in the trust deed as their latersts appear in the order of their priority. (4) The surplus, if any, to the granter of the trust deed are to his successor in laterst entitled to such surplus.
10. For any reason permitted by law, the beneficiary may from time to the successor trustee appoint a successor trustee, the hardor shall be vasted with all till perform and duties conferred upon any trustee herin maned or appoint and the proceed or trustability of the later shall be vasted with all till perform the hist may be the later or due to the successor trustee appointment and without even would dutie conferred upon any trustee herin later and without even and duties conficting the advict here the later the later and and its place of teerard, which, when recorded in the offer the later of and here containing reference to this trusteed, which when recorded in the offer the later.
1) Trustee meeting the successor trustee. 6. The grantor shall notify heneficiary in writing of any sale or c for sale of the above described property and furnish beneficiary on supplied it with such presonal information concerning the purchaser of ordinarily be required of a new loan applicant and shall pay beneficia-vice charge. the any 6. Time is of the much is of the exacting of this matching of an performance of any payment of any independences accurate hereby on in performance of any hereunder, the beneficiary may declare all sums secured hereby in-ther and payable by delivery to the trustee of written notice of default as to sell the trust property, which notice trustee shall cause to be for record, Upon delivery of said notice of default and election to sell, hary shall deposit with the trustee this trust deed and all promissory documents evidencing expenditures secured hereby, wherequon the the the After default and any time prior to five days before the date set, the Tuster for the Truster's sale, the grantor or other person so eleged 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 truster'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 finites. 1). Trustee accepts this trust when this deed, duly excented and acknow-ledged is 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 to proceeding in which the granter, heneffchiry or trustee shall be a party one as such action or proceeding is brought by the trustee. 12. This deed applies to, harres to the henefit of, and binds all parties hereto, their heirs, legaters devises, administrators, excurstors, successors and assigns. The term "heneficiary" shall mean the holder and owner, including hereto, their heirs, legaters deviser, such as the or not named as a beneficiary hereto, includes the feminine and/or neuter, and the singular number in-cludes the plural. not then be sue 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 the onlice of default and giving of said notice of saic, the trustee shall sell said property at the line near part fixed by him in said notice of saie, either as a whole of in a birdhest hidder for eash, in lawful more, of thirded Saiter and the line of saite. Trustee may postpone sale of all any provide and from time to time thereafter may postpone the sale by public an-

Kalla Low Wills ISEAL (SEAL) STATE OF OREGON County of Klamath , 19 71 , before me, the THIS IS TO CERTIFY that on this 2.4 day of September Notary Public in and for said county and state, personally appeared the within named KARA LOU WELLS, a single woman ..... to me personally known to be the identical individual .... named in and who executed the foregoing instrument and acknowledged to me ShC .executed the school freely and voluntarily for the uses and purposes therein expressed. IONY WHERE apove written IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notated seal the day and year las bitry Public for Oregon y commission expires: 07 (SEAL) STATE OF OREGON | ss. Loan No. TRUST DEED I certify that the within instrument was received for record on the 27 day of Sept. 1971 at 4:02 o'clock PM., and recorded OON'T USE THIS (DON'T USE THIS SPACE: RESERVED FOR RECORDING LADEL IN COUN-TIES WHERE USED.) in book M71 on page 10239 Record of Mort jages of said County. Granto то FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION affixed.

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

Wm. D. Milne By Cumthin almost County Cloth

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Fee \$3.00

TO: William Ganong

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DATED

After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St.

Klamath Falls, Oregon

The undersigned is the legal owner and holder of all indebteduess 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 burst beaution to tactute, to cancel all ovidences of indebtedness secured by said trust deed (which are delivered to you berewith 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 pursuant to sta trust deed) an

First Federal Savings and Loan Association, Beneficiary

County Clark

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