. TRUST DEED

THIS TRUST DEED, made this 8TH day of November NEILL J. HINES and JULIA H. HINES, husband and wife

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

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Lot 8 in Block 12 of Tract 1003 known as THIRD ADDITION TO MOYINA, Klamath County, Oregon.

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 appearance, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appearance in the above described premises, and all plumbing, lighting, heating, ventilating, disconditioning, refrigerating, watering and lineapparatus, equipment and fixtures, together with all awnings, venetican blinds, floor covering in place such as wall-to-wall carpeting and lineapparatus, equipment and fixtures, together with all awnings, venetican blinds, floor covering in place such as wall-to-wall carpeting and lineapparatus, equipment and littures, together with all awnings, venetican blinds, floor covering in place such as wall-to-wall carpeting and lineapparatus, equipment and littures, together with all awnings, venetican blinds, floor covering in place such as wall-to-wall carpeting and lineapparatus, equipment and littures, together with all awnings, venetican blinds, floor covering in place such as wall-to-wall carpeting and lineapparatus, equipment an

each agreement of the grantor nerein contained and the payment of the terms of a promissory note of even date herewith payable to the (2.2.1.800.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$.152.40 commencing to the commencing and made by the grantor, principal and interest being payable in monthly installments of \$.152.40 commencing

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 acceptable of 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 part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary cin that the said premises and property conveyed by this trust deed are a said the result of all encumprances and that the grantor will not his heirs, outers and administrators shall warrant and defend his said title thereto has the claims of all persons whomsoever.

recentors and administrators shall warrant and defend his said title thereto 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 axes, assessments and other charges levied against content of the content of the

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 pays and under the terms of the note or obligation secured period and interest pays of the content of th

while the grantor is to pay any and all taxes, assessments and other charges levied or sreessed against said property, or any part thereof, before the same begin to hear interest and also to pay remiums on all insurance the same begin to hear interest and also to pay remiums on all insurance the same begin to hear interest and also to pay remiums on all insurance policies upon said property, such payments are not be made through the benshilled any and all taxes, assessments and other charges levide or imposed against any and all taxes, assessments and other charges levide or imposed against any property in the amounts a shown on the statements thereof furnished by the collector of such taxes, and shown on the statements submitted by insurance carriers or tool proposentatives, and to charge said sums to the insurance carriers or tool withdraw the sums which may be required from principal of the loam to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grant agrees in no event to both the beneficiary responsible for failure to have any loss of camage growing out of a defect and of any compromise and settle with any insurance companied to apply any loss to compromise and settle with any insurance companied to apply any law insurance receipts upon the obligations secured by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition 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 received the control of the payment of the payment of such charges as they become don't be grantor shall pay the deficit to the beneficiary upon demand, the palm within ten days after such demand, the beneficiary may at the option and within ten days after such demand, the heneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the control of the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the of this trust deed. In this connection, the beneficiary shall have the grantor on demand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the grantor in the 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, for costs and expenses of the trust encurred in connection the solingation, and trustee's and attorney's fees of the trust including the cost of title search, as well at the enforcing this obligation, and trustee's and attorney's fees offect the security hereof or the rights or powers of the beneficiary and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in and an any sult brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will turnish to the grantor on witten request therefor any and deed.

deed.

The beneficiary will furnish to the grantor on written request therefor 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 demain or condemnation, the beneficiary shall have the right to commence, proscute in its own name, appear in connection with tion or proceedings, or to make any compromise or settlement in connection with tion or proceedings, or to make any compromise or settlement in or other contents with the said to any settlement of the money's such taking and, if it so ciects, to require that all or any state of the amount for a content of the said of the said

truthfulness thereof. Trustee's tere tot any of the services in this paragraph shall be \$6.50.

3. As additional accurity, granter hereby assigns to beneficiary during the continuance of these trusts and refus, issues, reyalites and profits of the property affected by this deed and of any enemal property located thereon. Until performance of any agreement of the performance of the pe

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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 vileged 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 actionary's fees exceeding \$50.00 cach) other than such portion of the principal as would then be due had no default occurred and threeby cure the default.

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 said, the trustee shall sell said property at the time and place of said notice of said, the trustee shall sell said property at the time and place of said notice of said, which read the said notice of said, either as a whole or in separate parcels, for cash, in lawful money of the turning said that the said notice of the said said property by public announcement at such time and place of said said property by public announcement as such time and place of said said from time to time thereafter may postpone the said by public announcement.

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 coverant or warranty, express or implied. The recticals in the deed of any matters or facts shall be condusted proof of the truthfulness theroof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the same.

9. When the Trustee sells pursuant to the powers provided barein, 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 reasonable charge by the attorney. (2) To the obligation accured by the interests of the trustee in the trust deed as their interest appear in the interests of the trustee in the trust deed as their interest 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 beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointment and without conveyance to the successor trustee, the latter shall be rested with all title, powers and duties conferred upon any trustee herein named or 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 country of counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 law. The trustee is not obligated to notify any party herato 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 devd applies to, inures to the benefit of, and binds all parties hereto, their here, legated states, administrators, executors, successors and assigns. The term because, administrators to executors, successors and assigns. The term because hereto, which mean the holder and owner, including pictures. In constraint secured heretoy, whether or not named as a beneficiary culting 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.

71, before November

Notary Public in and for said county and state, personally appeared the within named.

NETLY, HINES and JULIA H. HINES, husband and wife
to the personally inputs to be the identical individual. Snamed in and who executed the foregoing instrument and acknowledged.

They produced the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my nelocial seal the day and year last above with

...day of...

SEAL & OF ONE

STATE OF OREGON County of Klamath

Notary Public for Oregon
My commission expires: //-/2-74.

TRUST DEED

THIS IS TO CERTIFY that on this 8th

TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

FIRST FEDERAL SAVINGS
540 Main
Klamath Falls, Oregon

STATE OF OREGON) County of Klamath

I certify that the within instrument was received for record on the 8th was received for record on the STA day of NOVENBER 19 71, at 3:53 o'clock PM, and recorded in book M 71 on page 11688 Record of Mortgages of said County.

Witness my hand and seal of County

WM. D. MILNE County Clerk

FEE \$3.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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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

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