

L# 8860 TA-28-1933

9370

1. 171 Page 13066

RUST DEED

THIS TRUST DEED, made this 6th day of December, 1971, between
JACK BAGGELAAR AND KAREN BAGGELAAR, husband and wife

JACK BAGGELMAN..... as grantor, William Ganong, Jr. as trustee, and
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and
existing under the laws of the United States, as beneficiary:

ITNESSETH:

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 3 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, 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, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all ovens, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other public 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 such agreement of the grantor herein contained and the payment of the sum of **TWENTY ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100**
21,450.00, together with interest thereon according to the terms of a promissory note of even date herewith, payable to the
trustee in monthly installments of **\$ 157.45**, commencing

This trust deed shall further secure the payment of such additional money, as may be loaned heretofore 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 secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon all said notes or part of any payment on one note and part on another, the beneficiary may claim.

The grantor hereby conveys to and with the trustee and the beneficiary
that the said premises and property conveyed by this trust deed are
free and clear of all encumbrances and that the trustee will and his heirs,
successors 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 and conditions set forth therein, to keep said property free from all encumbrances having pre-
ferred and, when due, all taxes, assessments and other charges levied against said property, to keep said property free from all encumbrances having pre-
ferred over this trust deed, to complete all buildings in course of construction
or hereafter authorized on said premises within six months from the date of
the original or first construction is hereafter commenced; to repair and restore
and to keep in good workmanlike manner any building or improvement on
said property which may be damaged or destroyed and pay, when due, all
costs incurred therefor to allow reasonable time to inspect said property at
any time during construction to replace any work or materials unsatisfactory to
beneficiary within fifteen days after written notice from beneficiary of such
fact; not to remove or destroy any building or improvements on or before
construction is said premises; to keep all buildings and improvements now or
hereafter erected upon said property in good repair and in a sound and sufficient
condition; not to commit waste of said premises; to keep an insurance property and improvements
in a sum not less than the original principal sum of the note or obligation
assured by this trust deed, in a company of companies acceptable to
beneficiary; to deliver the original policy of insurance in current form and with
appended loss payable clause in favor of the beneficiary attached and with
premium paid to the principal place of business of the beneficiary at least
fifteen days prior to the effective date of any such policy of insurance. If
said policy of insurance is not so tendered, the beneficiary may, in his own
discretion obtain insurance for the benefit of the beneficiary, which insurance
shall be non-cancelable by the grantor during the full term of the policy thus

In order to provide regularly for the prompt payment of said taxes, assessments of 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 note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property, within each succeeding two months, and also one-thirty-sixth (1/36th) of the insurance premiums paid with respect to said property within each succeeding three years while this trust deed remains in effect, all such amounts to be held and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the several purposes therein set forth; shall then 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 property taxes, assessments or other charges when they shall become due and payable.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also 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 said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives, and to charge said sums to the principal of the loan or to withdraw the amount which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of any defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts toward the obligations secured by this trust, computing the amount of the indebtedness for payment and satisfaction after the other liquidation of the property by the beneficiary after

4. any balance remaining in the reserve amount shall be credited to the
beneficiary. If the reserve amount for taxes, assessments, insurance premiums
and other charges is not sufficient at any time for the payment of such charges
and expenses due, the grantor shall pay the deficit to the beneficiary upon
demand and if not paid within ten days after such demand, the beneficiary
shall, at his option, add the amount of such deficit to the principal of the
loan secured hereby.

If the grantor fails to make any one or more of the foregoing payments, then the

Should the grantor fail to keep any of the covenants or conditions in this instrument, or if any of the grants made by this instrument shall become invalid or unenforceable, the grantor shall pay to the trustee, at the rate of six percent per annum, all interest accrued on the amount of the principal sum so held by the trustee, from the date of the original payment of such principal sum to the date of the default, and all other costs and expenses of collection, including attorney's fees, incurred by the trustee in collecting such amounts.

The beneficiary will furnish to the grantor on written request therefor an account statement of account but shall not be obligated or required to furnish further statements of account.

As Acquainted and 1881.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and expenses in connection with this deed and the note for reimbursement (in case of full recovery) or cancellation), without affecting the availability of any person for the purpose of the indebtedness, the trustee may (a) consent to the making of an assignment or plat of said property; (b) join in any agreement, waiver, easement or limitation and restriction thereon; (c) join in any agreement, waiver, easement or limitation affecting this deed or the property charged thereby, including any warranty, all or any part of the property, or any interest therein, in any recovery, which may be described as the "person or persons lawfully entitled thereto" and the recitals therein of any matter of fact shall be conclusive proof of the services in this paragraph.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the performance of any indebtedness secured hereby, in trust or otherwise, grantor shall pay to the beneficiary in the payment of any indebtedness secured hereby, in trust or otherwise, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to the date as they become due and payable. Upon any default in the payment of any indebtedness secured hereby, in trust or otherwise, the beneficiary may at any time without notice, either in person, or by a receiver to be appointed by him, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of any undivided property, or any part thereof, in its own name and for its own sole benefit, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order

FORM No. 3

*having
as a pa-
mortgag*

recommendation
on publication
of the
letter
to the
lot
1993
Volume

卷之三

卷之三

The Oregon state seal, featuring a central shield with a plow, a sheaf of wheat, and a salmon, surrounded by a circular border with the words "THE STATE OF OREGON".

County of
before me, the un-

M. A. GALTEN

13067

4. The entering upon and taking possession of said property, the collection of sums due 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 law 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 obligations 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, election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of such 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 at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so granted, may pay the entire amount then due under this trust deed and all the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation) and the 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 public auction and place fixed by him in said notice of sale, either in whole or in separate parcels, and in such order as he may determine, to the highest bidder in lawful manner in the state of Oregon or United States, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public announcement of the time and place of sale and from time to time thereafter may postpone the sale by public an-

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. A copy of the instrument recitals in the deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any person, excepting 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 to the attorney. (2) To the obligation secured by the instrument, and (3) to all persons having recorded items subsequent to the interests of the trustee in the trust deed as their interest appears 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 appointed 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 contained in the trust deed 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 the name 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 is made a public record as provided by law. The trustee is not obligated to notify any party hereto of the 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 assignee, of the note secured hereby, whether or not named as beneficiary. 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.

Jack Baggelaar (SEAL)
Karen Baggelaar (SEAL)

STATE OF OREGON | ss.
County of Klamath
This is to certify that on this 6th day of December, 1972, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named JACK BAGGELAAR AND KAREN BAGGELAAR, husband and wife, to me personally known to be the identical individuals 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my seal and the day and year last above written.

Donald V. Brown
Notary Public for Oregon
My commission expires: 11-12-74

(SEAL)

Loan No. _____	
TRUST DEED	
Grantor _____	
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	

STATE OF OREGON | ss.
County of Klamath
I certify that the within instrument was received for record on the 13th day of December, 1971, at 3:34 o'clock P.M., and recorded in book M-71, on page 13066 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W.M. B. MILNE
County Clerk

By *Helen Clark* Deputy
Fee \$3.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Gamong, 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

by _____

DATED: _____ 19____

96

FORM NO. 731-
1971

15

having

as a p

mari

JAC

recorded

on page

lien of a

LOT THE

1003,

Worth

and that the

IN WIT

REC'D

MATT

STATE OF ORE

Pub

County of

WILLIAM CLARK