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TRUST DEED

THIS TRUST DEED, made this 18thday of..... January .., 19.72 , between

IDA E. LAMB, a widow

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

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:

Lot 14 of LOMA LINDA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk, 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 appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, dir-conditioning, reirigerating, watering and irrigation apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-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 granter has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the granter 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 FIFTEEN THOUSAND AND NO/100-----

(s 15,000,00) Dollars, with interest thereon according to the terms of a promissory note of even date breakly, payable to the beneficiary or order and made by the grantor principal and interest being payable in monthly installments of \$1.20,90 commencing February 20 19/2.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granter 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 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 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 helrs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

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 taxes, assessments and other charges levied against said property; to keep said properly free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanilke manner any building or improvement on said property which may be damaged or destroyed and pay, when due and costs incurred therefor; to allow beneficiary to inspect all unsatisfactory to time during construction; to replace any building or improvement on the date fact; not, to construction; to replace any building or improvements on the restore, and premises; to keep all buildings and improvements now or hereafter erected upon said premises; to keep all buildings, property and improvements now or hereafter erected upon said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary, which the said policy of insurance. It fifteen days prior to the effect of seedered, the beneficiary, with in surance. In said policy of insurance in the beneficiary, which insurance. If all the proper is to provide regularly for the prompt payment of said taxes, assessing the property in the policy of insurance.

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 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 twelve months, and also one-thirty-sixth (1/38th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the several purposes thereof and shall thereupon be charged on sid shall the payable the beneficiary in trust as a reserve account, which the trust to pay said premiums, 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 hear interest and also to pay premiums on all insurance policies upon aide property, such payments are to be made through, the beneficiary of property in the payments are to be made through, the beneficiary and property in the amounts and other charges levide or imposed against any 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 aubmitted by the basicance carriers or their representatives, and to charge said sums to the principal of the loan or to withdraw the sums 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 change growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in 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 sufficient at any time for the payment of such charges as they become 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 its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the self-clary may at its option carry out the same, and all its expenditures there-shall draw interest at the rate specified in the note, shall be repayable by grantor on demand and shall be secured by the lien of this trust deed, as connection, the beneficiary shall have the right in its discretion to complete / improvements unade on said premises and also to make such repairs to said perty as in its sole 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 laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

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 domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromite or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and exceute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request.

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 for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) Join in granting any easement or creating and restriction thereon, (c) Join is any subordination or other agreement affecting this deed or the lieu or charge hereof; (d) reconvey, ance may be described as the "person or persons legally entitled thereto" and the rectinal therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness accured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalites and profits carned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adoquacy of any security for the indebtedness hereby secured, enter upon and stace possession and property, or any part thereof, in its own mass due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys tees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.



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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 pretty so sold, but without any covenant or warranty, express or implied. The rectains in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale. rectans in time eco of any matters or access such as obsculences, place of and the heneficiary, 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 san including the compensation of the trustee, and a reasonable of the proceeds of the trustee's sale as follows: (1) To the expenses of the san including the compensation of the trustee, and a reasonable of (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 granter of the trust deed or to his successor in interest entitlied to such surplus.

10. For any reason permitted by law, the heneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunds them the successor trustee of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is under a public record, as provided by law. The trustee is not obligated to notify any party hereto a property is situated, shall be conclusive proof of any action or proceeding in which the property is situated, which is continuous proof 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 shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, hures to the henefit of, and binds all parties herefold, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as any content of the successor trustee. 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 cach) 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 recordation of said notice of default and giving of said notice of saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separating needs, 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 saie. Trustee may postpone sale of all or any portion of said property by public announcement at such time only place of sale and from time to time thereafter may postpone the sale by public an-IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Samt STATE OF OREGON THIS IS TO CERTIFY that on this 18th day of January Notary Public in and for said county and state, personally appeared the within named. IDA E. LAMB. a widow me personally known to be the identical individual.... named in and who executed the foregoing instrument and acknowledged to me that 1912 oxecuted the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY, WHEREOF, I have hereunto set my hand and affixed my notation seal the day and year last above Notary Public for Oregon // 10 /75
My commission expires: // 10 /75 多兴处是 Desc is (ŞEAL) STATE OF OREGON $\left.\right\}$ ss. Loan No. TRUST DEED I certify that the within instrument was received for record on the 18 day of JANUARY , 19.72, at 4:33 o'clock P.M., and recorded (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE in book M.72 on page 624 Record of Mortgages of said County. FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION affixed. WM. D. MILNE After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. County Clerk 3 By Hazel Liazel 1. Klamath Falls, Oregon fee \$ 4.00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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 First Federal Savings and Loan Association, Beneficiary

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