

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, accoments or privileges now or hereafter belonging to, derived from or in anywise apportations to the above described premises, and all plumbing, lighting, hereing, ventilating, air-conditioning, refrigerating, watering and irrigation apportate, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-well carpeting and line-apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-well carpeting and line-leum, shades and builten ranges, dishwashors and other builtin 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 cacute, for the purpose of securing performance of described premises, including all interest therein which the grament of the sum of EIGHTEEN THOUSAND EIGHT HUNDRED & NO 1000

(\$.18,800.00....) Dollars, with interest thereon according to the terms of a promissory note of even date herowith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$...134.60...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 granter or others having as may be loaned hereafter by the beneficiary to the granter or others having or notes. If the indebtedness secured by this trust deed is evidenced by a more than one note, the beneficiary may credit payments received by it on 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 enclutherances and that the grantor will and his heirs, 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 thoreto 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 property free from all encumbrances having prior or hereafter, constructed on said premises within six months pair and restore prompty and in good workmanike manner any hed and pay, when due, all asid property which may be damaged or you to inspect said property and inside property to allow be anaged or you to inspect said property at all costs incurred therefor; to allow beening work or materials unsatisfactory to hereafter, construction to repire value and the pay when due, all asid property which may be damaged or yo to inspect said property and times during construction; to repire value notice from beneficiary of such fact; not to remove the pression of the said property at all costs incurred therefor; to allow beening work or materials unsatisfactory to hereafter and the pression of the said property at all costs incurred therefor; to allow beening work or materials unsatisfactory to hereafter to remove premises; to keep all buildings and improvements now or hereafter constructed on said promities to keep all buildings and improvements now was becafter erected on said premises confinuously insured against in a sum not less than the original principal sum of the note of online regulations in the original policy of insurance in or hand with approved loss payable clause in favor of the beneficiary any in the own all policy of insurance is not so the beneficiary any in its own discretion obtain insurance for the beneficiary any in its own discretion obtain insurance for the beneficiary any in its own discretion obtain insurance for the insurance. If said policy of insurance is not so the beneficiary and policy of the anarance all bolicy of insurance is not so the beneficiary any in its own discretion obtain insur

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together insurance premiums, the grantor agrees to pay to principal and interest paints of the taxes of the taxes assessments and hereby, an additional payable with respect to sold priority within each succeed other chargements, and also one-thirty-sixth (1/30th) of the insurance premiums insufally with respect to sold property within each succeed the priority within each succeeding three years the respect to sold property within each succeed the priority of the taxes and also one-thirty-sixth (1/30th) of the insurance premiums insufally with respect to sold property within each succeed and the principal of the such sums to be credited to the principal of the loss of the different of the several purposes thereof and shall thereupon be charged paid the loss of hall be held by the heneficiary in trust as a reserve account, when the respect to pay shall become due and payable.

premiums, taxes, assessments or other charges where they share other 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 and to pay premiums on all insurance policies upon said property, such payments and other the bene-policies upon said property, such payments and other the bene-policies upon said property, such payments and other defined or imposed against any and all taxes, assessments and other charges levied or imposed against any and all taxes, assessments as shown by the statements thereof furnished said property in the amounts, shown by the statements submitted by insurance or loss of the imposent the same statements submitted by the collector of such the granult statements in any to the the insurance carloss or to withdraw the sims which may be required from principal of theound, if any, established for that purpose. The grantor agrees the reason to hold the beneticiary responsible for failure to have any insur-ance a policy, and stole with any insurance company and to apped any loss, to compromise and sotile with any insurance on any and to apped any toos in the property in the obligations secured by this trustated in any loss. The grant and sotile with any insurance company and to apped any computing the amount of the indetedness for payment and satifaction. In full or upon sale or other acquisition of the property by the beneficiary after

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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 granter 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.

Sougation 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 there-for shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improventists made on said premises and also to make such repairs to said property as in its sole discretion it may deen necessary or advisable.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to county with all laws, ordinances, regulations, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of tills esarch, na well as the other costs and expenses of the trustee incurred in connection with or in affording this defend any action or proceeding purporting to affect the security incurred; the other of the trustees of the beneficiary or trustee; and to pay all costs, to appear of the trustee of the other trustee; and attorney's fees actually incurred; in costs and expenses, including cost of evidence of title and attorney's fees in a 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 suit brought by hence. This to forcelose this deed, and all said sums shall be secured by this trust trustee.

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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.

## It is mutually agreed that:

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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, prosecule in its own mame, appear in or defend any ac-tion or proceedings, or to make any components or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taxing, which are in excess of the amount re-fusion of the pay all reasonable coates, shall be paid to the beneficiary's real applied by it first heurer by the beneficiary is 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. 2. At any time and from time to time upon written request of the bane.

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebteness. (b) join in granting consent to the making of any may or plat of sails property. In cruates may (a) or other agreement affecting this deed or the leng or herge hereof; (d) reconvey, without warranty, all or any part of the property fically entitled thereto" and the recitais therein of any may return or fact saint be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00. A as additional security, grantor hereby assigns to heneficiary during the solution of these trusts all rents, issues, royalies and profits of the pro-tering and these trusts all rents, issues, royalies and profits of the pro-tering affected by this deed and of any personal property incred thereby or all perty affected by this deed and of any personal property incred thereby or all the performance of any agreement of any indebtedness secured hereby or all the performance of any agreement bereunder, grantor shall detunt as they lect all such rents, issues, royalites and profits carries for hereunder, the bene-become due and payable. Upon any defaulter in person, by agent or by a re-ficiary may at any time without not and without regard to the adequacy of any security for the indup part thereof, in its own name sus for or otherwise collect and property issues and profits, including those past due and unpaid, and apply the same, leas costs and expenses of operation and collection, including reason-able attorney's fees, upon any includences secured hereby, and in such order as the beneficiary may detaultions.

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4. The entering upon and taking possession of said property, the collect of anch rents, issues and profits or the proceeds of fire and other insurance icles or compensation or awards for any taking or damage of the property, ite application or release thereof, as aloresaid, shall not cure or waive any fault or notice of default hereunder or invalidate any act done pursuant upon protect. pol-and de-t to

5. The grantor shall notify heneficiary in writing of any sale or con-tract for sale of the above described property and firmish heneficiary on a form supplied it with such personal information concerning the purchaser na would ordinarily be required of a new ioan applicant and shall pay beneficiary a service charge.

a service charge. 6. Time is of the essence of this instrument and upon default by the grantor in payment of any indeitedness secured hereby or in performance of any agreement hereunder, the heneficiary may declare all sums secured hereby im-mediately 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 heneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees shall fix the time and place of sale and give notice thereof as then required by law.

sees smart 1X the time of the pinet of side and give have a lister of the set wired by law.
7. After default and any time prior to five days before the data set the Trustee for the Trustee's sile, the grantor or other person so viewed may be and the set of the private of the set of the

not then be due had no default occurred and thereby cure the demant. 8. After the lapse of such this 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 separate parcels, and in such order as he may do-termine, at public auction to the highest blidder for each, in lawful money of the United States, payable at the time of said. Trustee may postpone saie of all or saie and from time to time thereafter may postpone the sale by public an-

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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 pro-perty so sold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters or facts shall be conclusive proof of the truthfuiness thereof. Any person, excluding the trustee but including the granter and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the same

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 horounder. Upon such appointment and without con-verance to the successor trustee, the latter shall be vasted with all title, powers and duits conferred upon any trustee herein maned or appointed hereunder. Each such appointment and substitution shall be made by written instrument, erecuted by the hereifedary, 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.

proper appointment of the successor trustee. 11. Trustee accepts this trust when this dead, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending saie under any thier deed of trust or of any action or proceeding in which the granntor, hencificary or trustees shall be a party unless such action or proceeding is hought by the trustee. 12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatece devices, administrators, executors, successors and assigns. The term beneficiary" shall mean the holder and owner, including pletdeer, of their units deed and whenever the context so requires, the max-culues the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Richard E. Slagle, (SEAL) Margaret Slag (SEAL) ). 8 ) STATE OF OREGON () County of Klamath 19.7.2..., before me, the undersigned, a TILIS IS TO CERTIFY that on this 17th day of January Notary Public In and for said county and state, personally appeared the within namod

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 Hames Dach Notory Public for Oregon My commission expires: 10.25-74 10.25-74 (SEAL) STATE OF OREGON County of Klamath Loan No. TRUST DEED pla. West I certify that the within instrument was received for record on the 25.... day of \_\_\_\_\_January\_\_\_\_\_\_, 19\_72, at \_\_3:27. o'clock P\_M., and recorded in book \_\_\_\_\_\_N72.\_\_\_\_on page \_\_\_97. IDON'T USE THIS (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) Record of Mortgages of said County. TO Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION affixed. Beneficiary Wm. D. Milne

REQUEST FOR FULL RECONVEYANCE

(1812) <del>(</del>87

To be used only when obligations have been paid.

Sec. The Sec. 24

DATED

After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon

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 ROMA

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Fee \$4.00

First Federal Savings and Loan Association, Beneficiary

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