

TRUST DEED

THIS TRUST DEED, made this 23rd day of May, 1972, between  
MARY LYNN HOLM, a single woman

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:

PARCEL 1:

That certain portion of Block 51 of FIRST ADDITION to Klamath Falls, Oregon (formerly Town of Linkville) described as follows:

Beginning at a point on the Southwesterly line of 6th Street, 36 feet Southeasterly from the most Northerly corner of said Block 51 (being also described as the Northeasterly corner thereof); thence in a Southwesterly direction at right angles to 6th Street 51 feet; thence in a Southeasterly direction parallel with 6th Street 64 feet; thence in a Northeasterly direction at right angles to 6th Street 51 feet to the said line of 6th Street above mentioned; thence in a Northwesterly direction along said line of 6th Street to the point of beginning.

(Continued on reverse side)

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 awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, 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 grantor 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 THIRTEEN THOUSAND EIGHT HUNDRED & NO  
 (\$ 13,800.00 ) 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 \$ 107.90 commencing  
July 10 1922

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 note or notes. If the indebtedness secured by this trust 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 heirs, 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 now, when due, at all times, assessments and other charges levied against said property, to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings for a period of six months from the date or hereafter construction of the building or buildings on said property commenced; to repair and restore the same in a workmanlike manner as soon as they are damaged or injured, and to promptly and in good workmanlike manner any building or improvement on said property when due, all said property which may be damaged or injured; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; to make all repairs, alterations, buildings or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair; to maintain property and improvements no waste of said premises; to insure the principal building, property and improvements against loss by fire or such other hazards as the beneficiary may from time to time direct, in a sum not less than the principal amount of said note or obligation, and to deliver the original policy of insurance in correct form and with approved loss payable clause, in favor of the beneficiary, 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, to the beneficiary, at least ten (10) days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, to the beneficiary, which insurance discretion obtained, the same shall be deemed to be the policy of insurance, which insurance shall not be cancellable by the grantor during the full term of the policy thus obtained.

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 mortgage hereinbefore made hereby, an amount equal to one-twelfth (1/12) of the sum of the taxes, assessments and charges due and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premium payable with respect to said property within each succeeding three years while payable with respect to said property within each succeeding three years; and the several purposes thereof shall thereupon be charged to the beneficiary as follows: or, at the option of the beneficiary, the same shall be held by the beneficiary as reserve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

[illegible]

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 beneficiary may at its option carry out the same, and all its expenditures therefor 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 the trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said 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 and in enforcing this obligation; and trustee's and attorney's fees actually incurred; to appear in and defend all suits and proceedings brought by or against the trustee 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, reasonable sum to be fixed by the court in any suit brought by or against 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.

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:

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 and defend any and all proceedings for or against such taking and, if it so elects, to require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount for such taking actually received by the beneficiary and attorneys' fees necessarily paid by the beneficiary in connection with such proceedings, shall be paid to the beneficiary or applied by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable claim of the beneficiary in such proceedings, and the balance applied upon the Indebtedness secured hereby; and the grantor agrees, to the extent of its own expense, to take such actions as may be necessary to carry out the beneficiary's request in obtaining such compensation, promptly upon the beneficiary's 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 shall (a) consent to the making of any map or plat of said property; (b) join in granting any easement, right-of-way or restriction thereon; (c) join in any subordination of any mortgage or lien created by or for the benefit of the beneficiary under any other agreement affecting this deed or the lien or charge hereof; (d) reconvey, with warranty, all or any part of the property. The grantor hereby covenants and agrees that the Trustee's creation of any such "entitled thereto" and once may be described as 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.

[illegible]



4. The entering upon and taking possession of said property, the collection of such rents, issues 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 loan 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 indebtedness 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 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 beneficiary 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.

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 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 recordation of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, 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 sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement 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, express or implied. The recitals 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.

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 by the attorney. (2) To the obligation secured by the trust deed. (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 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 named 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 conferred upon any trustee 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 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.

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 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 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 pledgees of the note secured hereby, whether or not named as a beneficiary herein. 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.

*Mary Lynn Holm* (SEAL)

(SEAL)

STATE OF OREGON }  
County of Klamath } ss.

THIS IS TO CERTIFY that on this 31st day of May, 1972, before me, the undersigned, a

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

MARY LYNN HOLM, a single woman

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that she 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.

*James D. Bouche*  
Notary Public for Oregon  
My commission expires: 10-25-74

(SEAL)

#### PARCEL 2:

That certain portion of Block 51 of FIRST ADDITION to Klamath Falls, Oregon (formerly Town of Linkville) described as follows:

Beginning at a point which lies Northwesterly along the Southwesterly line of Sixth Street a distance of 300 feet, and Southwesterly at right angles to Sixth Street a distance of 51 feet, from the most Easterly corner of Block 51, First Addition; thence Northwesterly parallel to Sixth Street 64 feet; thence Southwesterly at right angles to Sixth Street; 20 feet; thence Southeasterly parallel to Sixth Street 64 feet; thence Northeasterly at right angles to Sixth Street 20 feet to the point of beginning.

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

County Clerk

#### REQUEST FOR

To be used only when

TO: William Ganong, Trustee

The undersigned is the legal owner and holder of all indebtedness have been fully paid and satisfied. You hereby are directed, on payment pursuant to statute, to cancel all evidences of indebtedness secured (trust deed) and to reconvey, without warranty, to the parties desiring same.

DATED: \_\_\_\_\_, 19\_\_

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
Transamerica Title Ins. Co.

on this 31st day of May, A. D., 1972  
at 11:11 o'clock A. M. and duly  
recorded in Vol. M72 of Mortgages  
Page 5735

WM. D. MILNE, County Clerk

By *Lucia Quintana*  
Fee \$4.00 Deputy.