

TRUST DEED

THIS TRUST DEED, made this 9th day of June 1972, between THOMAS L. MAC PHEE AND THERESA J. MAC PHEE, 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;

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:

JUN 12 1972

Lots 7 and 8 in FIRST ADDITION TO ST. FRANCIS PARK, 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, 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 **SIXTEEN THOUSAND EIGHT HUNDRED FIFTY & NO/100 Dollars**, with interest thereon according to the terms of a promissory note of even date herewith payable to the beneficiary or order and made by the grantor principal and interest being payable in monthly installments of \$ 117.85 commencing July 20, 1972.

This trust deed shall further secure the payment of such additional money, as may be loaned 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 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, that the said premises and property conveyed by this trust deed are free and clear of all encumbrances, and 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 and when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-existed over this trust deed; to complete all buildings in course of construction heretofore constructed on said premises within six months from the date hereof or such date construction is hereafter commenced to repair and restore promptly and in a workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when incurred, all costs incurred therefor to allow the beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to the beneficiary within fifteen days after written notice from beneficiary of such fact, not to remove or destroy any building 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 and to permit or suffer no waste of said premises; to keep all buildings, property and fixtures now or hereafter erected on 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, and with premium paid to the best of the ability of the beneficiary, least fifteen days prior to the effective date of any such policy of insurance. It is agreed that the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance thus obtained, is non-cancellable by the grantor during the full term of the policy thus obtained.

In order to provide security 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 by the amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property for each succeeding twelve months, also one-thirty-sixth (1/36th) 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 general purposes thereof and shall thereafter be charged to the principal of the loan, at the option of the beneficiary, the sum so due shall be held by the beneficiary in trust as a reserve account, without interest, 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, any part thereof, before the same accrue to bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made directly to 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 and other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the collectors 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 policy, and the beneficiary hereby authorizes, in the event of any insurance claim, to compromise and settle with any insurance company and to apply any such receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment in satisfaction, in full or upon sale or other acquisition of the property by the beneficiary after

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 compensation, prosecute in its own name, annex or defend any action or proceeding, and to make any compromise or settlement in connection with such taking and, if it so desires, to require that all or any portion of the amount 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 not to him. It is first upon any reasonable costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied to the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute 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 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 restricting thereon, including in any subdivision or other agreement affecting this deed or the lien or charge hereunder; (c) reconvey, without warranty, any and part of the property. The grantee in such reconveyance may be described in the person or persons legally entitled thereto, and the recitals 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.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of this trust all rents, issues, royalties and profits of the property affected by this deed and/or any part thereof located thereon. Until the principal of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default, as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time give notice, either in person, by agent, or by receiver to be appointed by a court, and without regard to the inadequacy of any such property, or any part thereof, in its own name sue for, or otherwise collect the rents, issues, and profits, including those paid and unpaid, and apply the same, with costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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4. The enter into upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurances 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

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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 hereunder immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property. Such notice trustee shall cause to be 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 instruments 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 on this trust deed and the obligations secured thereby (including costs and expenses lawfully 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 receipt of said notice of default and giving such notice of sale, the trustee shall sell all 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 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 covenants or warranty, express or implied. 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 expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney, (a) to the obligation secured by the trust deed, (b) to all persons having record title subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority. (c) 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 trustee appointed hereunder. Upon such appointment and without conveyance to the trustee, the trustee, the latter shall be vested in all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and succession 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 putting sale under any other deed of trust or 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, belongs to the benefit of, and binds all parties hereto, their heirs, legatees, executors, administrators, successors and assigns. The term "beneficiary" shall mean the holder and owner, Incumbent, or of the note secured hereby, whether or not named as a beneficiary. In construing this deed and whenever the context so requires, the singular gender includes the feminine and/or neuter, and the plural number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Thomas L. MacPhee (SEAL)
Theresa J. MacPhee (SEAL)

STATE OF OREGON
County of Klamath } ss.
THIS IS TO CERTIFY that on this 9th day of June, 19 72, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named THOMAS L. MAC PHEE AND THERESA J. MAC PHEE, husband and wife whose personality 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 notarial seal the day and year last above written.

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

Loan No. _____

TRUST DEED

(DON'T USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COUN-
TRIES WHERE
USED.)

TO Grantor
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
549 Main St. 2913 do. 672
Klamath Falls, Oregon
97601

FEE \$1.00

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 12th day of JUNE, 1972, at 11:22 o'clock A.M., and recorded in book M 72 on page 6254 Record of Mortgages of said County.

Witness my hand and seal of County affixed.
WM. D. MILNE
County Clerk
By *Hazel Drayton*
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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

DATED:

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by