

TRUST DEED

THIS TRUST DEED, made this 28th day of July, 1952, between
WILLIAM H. ROKES and ELMA B. ROKES, 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:

The North 42 feet of Lot 5 and the South 54 feet of Lot 4 in Block 3 FIRST ADDITION TO MOYINA MANOR, 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 TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500.00) 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 \$104.27 commencing September 10, 1972

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 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 heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whatsoever.

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 liens and all existing precedent over this trust deed; to complete all buildings in course of construction hereof or the destruction on said premises within six months from the date promptly and in good workmanlike manner any building or repair and restore said property which may be damaged or destroyed and pay, when due, all times during construction; to replace beneficiary to inspect said property at all times within fifteen days after written notice from beneficiary, so constructed on said premises any building or improvements now or hereafter hereafter erected upon said property in good repair and improvements now or to waste of said premises; to keep all buildings, property and improvements by fire or such other hazards as the beneficiary may continuously insured against loss in a sum not less than the original principal sum of the note or obligation, beneficiary, and to deliver, in a company or companies acceptable to the beneficiary, approved loss payable clause in favor of the beneficiary in correct form and with premium paid, to the principal place of business of the beneficiary at least said policy of insurance is not so tendered any such policy of insurance, at the discretion of the beneficiary, which insurance shall be non-cancelable 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, and 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, the sum of \$100.00 hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges and insurance premiums with respect to said property within each succeeding twelve months, and also the sum of \$100.00 of the insurance premiums payable with respect to said property within each succeeding twelve months. This trust deed remains in effect, as estimated and directed by the beneficiary, until the principal of the loan is paid in full. The sum of \$100.00 is to be applied to the principal of the loan; or, at the option of the beneficiary, the sum of \$100.00 may be applied to the beneficiary in trust as a reserve account, without interest, to pay said taxes, assessments and 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, he is to pay premiums on all insurance policies upon said property, such payments are to be made by the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary, or any and all tax assessors and other charges levied or imposed against said property, to be shown by the statements thereof furnished by the collector of such taxes, assessments and other charges, 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 grantor's account, and to withdraw the sums which may be required from the reserve account if available for such purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to pay insurance, written or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to settle with any insurance company and to apply any insurance receipts upon the obligations of such company and to compute the amount of the indebtedness for payments and interest thereon 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 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 which may be necessary or advisable, and to pay the cost and expenses of such compliance, including the cost of title search, pay all costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and to indemnify the trustee and to hold the trustee harmless and to appear in and defend any action or proceeding purporting to affect the title of the beneficiary or trustee; and to pay all costs and expenses, including cost of litigation, incurred by the beneficiary or trustee; and to pay all reasonable sum to be fixed by the court, in any such action or proceeding in which the trustee may be brought, and to pay the costs of such suit brought by beneficiary to foreclose this deed, and all said sums shall be a charge on the property.

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:

[illegible]

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 receipt of the beneficiary, (in case of full conveyance, for cancellation), without effect for any purpose, the trustee shall, at the request of the beneficiary, (a) release the beneficiary from the indebtedness, the trustee may (b) consent to the making of any mortgage or plat of the property, (c) release the beneficiary from any payment or clogging and restriction thereon, (d) join in any subordination of any other lien or mortgage, (e) release the beneficiary from any obligation without warranty, all or any part of the property. The grantee (f) (g) reconvey, (h) release the beneficiary from any obligation, (i) release the beneficiary from the recitals therein of any matter, person or persons legally entitled thereto" and (j) release the beneficiary from any obligation, (k) release the beneficiary from the truthfulness thereof. Trustee's fees for any of the services in this paragraph

8. As an 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 any other personal property located thereon. Until the performance of any agreement hereunder, grantor shall have the right to become due and payable, upon any of the property located thereon, any debt or liability may at any time without notice, either in person, by agent or by receiver to be appointed by a court, and without regard to the adequacy of the property, or any part thereof, be secured hereby, entered upon and take possession of the rents, issues and profits, including those past due and for or otherwise collect the same, less costs and expenses of operation and collection, including reasonable attorney's fees, and any indebtedness secured hereby, and in such order as the beneficiary may deem proper.

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 antedating 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 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 recording 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 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 sale.

announced 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 trustee shall be conclusively presumed to be a prudent person in the exercise of the powers herein conferred upon him. Any person, including 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 pledgee, 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.

William H. Rokas (SEAL)

Elma B. Rokas (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 28 day of July, 1972, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

WILLIAM H. ROKES and ELMA B. ROKES, husband and wife

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.

(SEAL)

Robert Owens
Notary Public for Oregon
My commission expires: 5-14-76

Loan No. _____

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

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

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

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 2nd day of AUGUST, 1972, at 4:28 o'clock P.M., and recorded in book M.72 on page 8559 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MIINE County Clerk

By *[Signature]* Deputy

FEE \$4.00

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: _____ 19____ by _____