TRUST DEED

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August 1972 , between THIS TRUST DEED, made this 17th day of WILLARD D. HUME AND ELINOR J. HUME, 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;

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 following described real property situate in Klamath County, Oregon:

A tract of land situated in the $NE_{i_i}^1$ of Section 28, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the north line of said Section 28, said point being South 89°54'41" East 151.00 feet from the north one-Fourth corner of said Section 28; thence South 00°05'19" West 208.71 feet to a $\frac{1}{2}$ inch iron pin; thence South 89°54'41" East 208.71 feet to a $\frac{1}{2}$ inch iron pin; thence North 00°05'19" East 208.71 feet to the north line of said Section 28; thence North 89° 54'41" West along the north line of said Section 28 208.71 feet to the point of beginning.

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 herediter belonging to, derived from or in anywise apper-taining 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-towall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-towall carpeting and line apparatus, equipment and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connaction with the above leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connaction 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 described premises.

each agreement of the granter herein contained and the payment of the sum of <u>TWENTY</u> <u>TWO</u> <u>THOUSAND</u> <u>TWO</u> <u>HUNDRED</u> <u>&</u> NO/100-----(\$22,200.00) 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 granter, principal and interest being payable in monthly installments of \$ <u>147.05</u> commencing <u>December</u> 20, 19.72.

as the conditionary may elect. The grantor hereby covenants to and with the trustee and the beneficiary herein this the said premises and property conveyed by this trust deed are free und 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.

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 area, astessments and other charges levied against and property; to keep ded; to complete all buildings in course of construction or determined of the construction is hereafter commended in the date promptly and in good workmanike manner any building or improvement or and property which may be damaged or destroyed and pay, when due it all times during construction is hereafter commended in a unstantant of a start of the date construction is hereafter commended in a start all times during construction; to replace any work during the all start times during construction; to replace any work during or improvement on beereficienty within filteen days at the uliding of the terms is now or hereafter; within filteen days at the uliding of the to such a start of a said promises; to keep all buildings, and improvements now or hereafter excited on said prometry in good repair and to commit or suffer now or hereafter excited and and pay from time to the such that not to start the start as the beneficiary may from time to the such and the true deed, in a company or companies according at the to the fifter, and to deliver the original principal sum of the subition or the promoter of said premises of the beneficiary attached and with approved loss payable change all pays of any such policy of instruct. For man, the date, the according policy of the beneficiary, which all sums and promoter of the date the original principal sum of the beneficiary at least lifters days payable change all pays of any such policy of instruct. For mand with premium paid, to the offeretive date of any such policy of instruct. If a date to obtard instrance for the beneficiary, which finance. If data and the approved the beneficiary with a finance. If the obtard the summance is not so tendered, the beneficiary, which insurance.

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 heneficial histogeneric statement of the note or obligation secured principal and mount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property within each succeed ing twelve months, and also one-thirty-sixth (1/8th) of the incurance premiums payable with respect to said property within each succeeding three years mising this trust deed remains in effect, as estimated and directed by thouleed for the such sums to be credited to the principal of the one the principal of the ion; or, as the option of the beneficiary, the, without interest, to pay said the beneficiary in trust as a reserve account, when they shall be head by the beneficiary in trust or there other when they shall become due and payable.

And payable. While the grantor is to pay any and all taxes, assessments and other charges lovied or assessed sgainst said property, or any part thereof, before policies upon said property, such payments are to be made thread there are policies upon said property, such payments are to be made thread against policies upon said property, such payments are to be made thread against policies upon said property, such payments are to be made thread against any and all taxes, assessments and other charges attements thereof furnished said property in the amount as shown by or other charges, and to pay the insurance premiums in the Arrepresentatives, and to charge said sums to the principal of the loan it may are the sums which may be required from principal of the loan if any, established for that purpose. The grantor agrees the reserve acoused the beneficiary hepothelio for failure to hare any insur-ance construction of such the beneficiary hepothelio for a defect in any in-ance on policy, and the beneficiary hepothelio for a defect in any in-store, in surance receipts upon the obligations secured by this trust decimal such insurance for other sequisition of the property and the beneficiary hepothy is authorized. In the strust acce policy, and the beneficiary hereby is authorized, in the event of any such insurance receipts upon the obligations secured by this trust decimal full or upon sale or other sequisition of the property by the beneficiary after

DECENIDET 20. 19_12. 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 note or note. 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. default, any balance remaining in the reserve account shall be credited to the indebtedness. If the indebtedness secured by this trust deed is evidenced by as they become due, the granter shall pay the deficit to the beneficiary is possible to the beneficiary may credit payments received by it upon as the beneficiary may elect.

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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 this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and alis to make such repairs to said property 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; io pay all costs, free and expenses of this trust, including the cost of tills earch, 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 secur-ity 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 heneficiary or trustee may appear and in any suit brought by bene-ficienty to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the granitor 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:

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 ac-tion or proceedings, or to make any compromise or settlement for of the money's such taking and, if it so elects, to require that all or any portion of the immory's gavable as compensation for such taking, which aris no sis of the amount re-quired to pay all reasonable costs, expensed and taking and, if the beneficiary and applied by the grantor in such proceeding shall be paid to the beneficiary and applied by the first upon any reasonable notics and orgenese and attorney's fees necessarily paid or incurred by the second the beneficiary in such proceedings, and the balance applied upon the inductions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

be necessary in obtaining such compensation, promptly upon the determinary request. 2. At any time and from time to time upon written request of the ben-ficiary, payment of its fees and presentation of this deca and the note for en-diorsement (in case of full reconveyance, for cancellation), without affecting the limbility of any pushing of any map or plat of said property; (b) join in granting any discussion of the payment of the indebtedees, the truster may (a) constant of argreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey-and the recins thereof. Trusters or facts shall be conclusive proof of the the recins thereof. Truster's fives for any of the services in this paragraph shall be \$4.50.

shall be \$3.00. **3.** As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues royalities and profits of the pro-perfy affected by this devia and or any personal property located thereon. Until grantor shall defauit in the payment of any function secured hereby or in the performance of any agreement hereudicoffic secured prior to default as they become due and payable. Upon any defaults by the grantor hereing or in ficiary may at any time without notice, which is dequary of any security for the indebitedness hereby cecility, enter in person, by sgont or by a ro-ficiary may at any time without notice, enter upon and take possession of sold property, or any part thereby in the sate of or otherwise collect the ation entits, including those past due and unpaid, and apply the same, less costs and exponses of operation and collection, including reason-able attorney's fees, upon any indebidness secured hereby, and in such order as the beneficiary may defauite.



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4. The entering upon and taking possession of said property, the collection of such rents, issues and profils or the proceeds of fire and other insurance pol- loids or compensation or awards for any taking or damage of the property, said the application or release threacd, as aloresaid, shall not cure or wairs any de- fault or notice of default hereunder or invalidate any act done pursuant to such policy.	nonnoemani at the lime fixed by the preceding postforman deliver to the purchaser his deed in form as required by in porty so sold, but without any overant or warranty, as restrained the deed of any matters or facts shall be or trutheness thereof. Any preven, excluding the trustee but and the beneficiary, may purchase at the sale.	press or implied. The inclusive proof of the including the grantor	
5. The granice shall notify beneficiary in writing of any sale or con- tract for sale of the above described property and furnish beneficiary form supplied it with such personal information concerning the purchaser as would contarity the resulted of a few loan applicant and shall pay beneficiary	and the benericary, may purchase wells pursuant to the powers trustee shall apply the properds of the trustee's sale the expenses support in the sale including the compensation or reasonable charge by the attorney. (2) To the oblig trust design of the trustee in the trust deed as their in interests that priority. (4) The surplus, if any, to the deed or to bis successor in interest epittled to such	as follows: (1) To t the truste, and a subacquest to the a subacquest to the terests appear in the 2	
a service charge. 6. Time is of the essence of this instrument and upon default by the grantor in payment of any indektedness secured hereby or in performance of any grantor in payment of any indektedness secured hereby in secure thereby in agreement hereunder, the beneficiary may declare all sums socured hereby in mediately dur and payable by delivery to the trustee of secure therefore any secure thereby in the trustee of secure thereby in the interfloary shall droud with the trustee this trust declare and all promiser; the beneficiary said decuments evidencing expenditures secure hereby, where no there shall all the trustee of said and all promiser; the trustee shall first the time and place of said and give notice thereof as the required by law.	order of their priority. (4) The surplus, if any, to the deed or to his successor in interest cultiled to such 10. For any reason permitted by law, the benefici- time appoint a successor or successors to any traite an uncommuter trustee announced request.	arplica. ary may from time to med herein, or to any ment and without con-	
duly filed for received. Upon delivery of said notion of delauit and election of the said of the said promissor, the heneficiary shall deposit with the trusts o his trust deed and all promissor, notes and decuments evidencing expenditures secured hereby, whereupon the trusters shall fix the time and place of said and give notice thereof as the required by law.	deed of to him Autocesson in inferent interest interest. 10. For any reason permitted by law, the benefici- time appoint a successon or successors to any trustee an- successor trustee appointed hereunder. Upon such appoint reyance to the successon trustee, the latter shall be vesite and duties conferred upon any trustee herein named or spi such appointment and substitution shall be made by writt by the beneficiary, containing reference to this trust record, which, when recorded in the office of the county or brown aupointment and the substitution and the substitution record, which, when recorded in the office of the county or proper aupointment of the successon trustee.	d with an this powers on task nervender. Each deed and its place of elerk or recorder of the be conclusive proof of	
required by law. 7. After default and any time prior to five days before the date so 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 any the obligations secured thereing (including costs and expenses actually incurre in enforcing the terms of the obligation and trustee's and attorney's fee not exceeding \$3.000 each} other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.	 bounty of counter in which are proper structed. proper appointment of the auccessor trustee. 11. Trustee accepts this trust when this deed, duly todard is made a public record, as provided by law. The to notify any party hereto of pending sale under any of any action or proceeding in which the grantor, benefician party unless such setion or proceeding is brought by 	v executed and acknow- trustee is not obligated by her deed of trust or of by v or trustee shall be a	
not exercising action drawing or default occurred and thereby cure the default. not then he due had no default occurred and thereby cure the default. 6. 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 said, such of said notice of saids active of the said property at the time and place fixed by him in said notic of saids active as whole or in separate parcels, and is such order as he may d termine, at public auction to the highest bidder for each, in lawful money of the United States, psychie at the time of said. Trustee way postpone said of all any portion of said property by public aunouncement at such time and place is able and from time to time thereafter may postpone the said by public as	any action of pulsas such action or proceeding is brought by party unless such action or proceeding is brought by i2. This deed applies to, inures to the benefit of the horeto, their heirs, legates devisees, administrators, ex- assigns. The term "beneficiary" shall mean the holde e pleduce, of the note secured hereby, whether or not to herein, in construing this deed and whenever the contre- of culture gender includes the feminine and/or neuter, and a chudes the humi.	the trustee.	
of sale, either as a which to the highest bidder for cash, in lawful money of the termine, as public auction to the highest bidder for cash, in lawful money of the United States, psyable at he time of a sale. Trustee may postpone sale of all or any portion of sald property by public announcement as such time and place a sale and from time to time thereafter may postpone the sale by public a	be predice, of the noise activity of the deed and whenever the contrast herein, in construing this deed and whenever the contrast of culture gender includes the feminine and/or neuter, and cludes the plural.	and the second	Construction and the second
IN WITNESS WHEREOF, said grantor has hereunto	b set his hand and seal the day and year in	(SEAL)	
	Hilland 110 Hume Elenin J Hum	(SEAL)	Julian and the second second second second
STATE OF OREGON County of Klamath } 55. THIS IS TO CERTIFY that on this	August 19.72, before m	e, the undersigned, a	ale of the second s
THIS IS TO CERTIFY that on this	and who executed the totegoing manament and	iowledged to me that	
to me personally known to be the donned interview of the uses an they executed the same freely and voluntarily for the uses an in TESTIMONY WHEREOF, I have hereunic set my hand and	a purposes internet expension	written.	
(SEAL)	Notary Public for Oregon My commission expires: /////75		
DLIC IN	STATE OF OREGON County of Klamath	SS.	
TRUST DEED	I certify that the v	vithin instrument	
	Was received for reading of Augustion and Au	st 19 72, M. and recorded	
	ARCORDING IN COUNTRES WHERE USED.) Witness my hand an	of said County.	
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficicary	affixed. Wm.D.Milne	1	
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	By Licin A	intata	
	Fee 4.	00	
	FULL RECONVEYANCE		
TO: William Ganong, Trustee	ness secured by the foregoing trust deed. All sums se	cured by said trust deed ms of said trust deed or	
The undersigned is the legal owner and holder of all indebted have been fully paid and satisfied. You hereby are directed, on p pursuant to statute, to cancel all evidences of indebtedness secure trust deed) and to reconvey, without warranty, to the parties der same.	i by said trust deed (which are delivered to you here signated by the terms of said trust deed the estate now	while logenter with outer the	And and a state of the state of
	First Federal Savings and Loan Ass	ociation, Beneficiary	Construction of the Association
DATED:, 19			
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