

TRUST DEED

THIS TRUST DEED, made this 28th day of September, 19 72, between
L. H. STRID AND ALMA STRID, 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:

Beginning on the East side of Hillside Avenue at a point 36 feet South of the Northwest corner of Lot 6, Block 11, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; running thence South along the East side of said Hillside Avenue a distance of 37 feet thence East and parallel with the North line of said Lot 6 to the Northwesterly line of Fort Klamath Road; thence Northeasterly along said line of Fort Klamath Road to a point where said line intersects with a line drawn East from said point of beginning and parallel with the North line of said Lot 6; thence West to the point of beginning, being a tract of land fronting 37 feet on said Hillside Avenue and extending across Lots 6, 5 and 4 of said Block 11 to Fort Klamath Road, situate in Southwest quarter of Southeast quarter of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, together with an easement for a driveway across the Southerly and Easterly side of said Lot 4, Block 11 conveniently wide for a drive from the alley in the rear of said Lot 4.

From the alley in the rear of said Lot 4, situated lot 4, which is described in the plat of said Lot 4, together with all and singular the appurtenances, tenements, hereditaments, which said described real property does not exceed in value, across, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water, and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the said described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation equipment and fixtures, together with all awnings, venetian blinds, floor coverings, 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 the covenants, conditions and restrictions herein contained and the payment of the sum of **FIVE THOUSAND DOLLARS AND NO/100**

each agreement of the grantor herein contained and the payment of the sum of \$5,000.00 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 \$51.70 commencing October 20, 1977.

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 notes. If the indebtedness secured by this trust deed is evidenced by notes 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.

[illegible]

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 the addition of the monthly payments secured hereby, an amount equal to one-twelfth (1/12th) of the sum of the said taxes, assessments or other charges due and payable by the beneficiary, also with respect to said property within each succeeding three (3) months, and also one-thirty-sixth (1/36th) of the insurance premiums payable by the beneficiary with respect to said property within each succeeding three (3) months. This trust deed remains in effect, as aforesaid, until the expiration of three (3) years, after which time the principal of the loan will be repaid by the beneficiary, the interest thereon and shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the same may be repaid by the beneficiary in trust for the beneficiary, 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 property in this 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 taxes and other costs and expenses of the trustee incurred in connection with the other costs and expenses of the beneficiary or persons actually incurred in enforcing its obligation, and trustee's and attorney's fees actually incurred to appear in and defend, and to prosecute or proceed purporting to affect the security of the deed, or to assert rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiaries 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 and 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 or defend any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the amount reasonably as compensation for such taking, which are in excess of the amount repayable as compensation for such taking, and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary by the grantor. If the grantor is required to pay any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in prosecuting such action, the balance applied upon the indebtedness of the beneficiary hereunder, and the grantor agrees to pay the balance of the indebtedness of the beneficiary hereunder, and the grantor agrees to take such actions and execute such instruments, as shall be required 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 enforcement, (in case of full reconveyance, for cancellation), without affecting the lien of said deed, the trustee shall, at the request of the beneficiary, (a) join in granting to any person the release of the property, (b) join in granting to any person the consent to the making of any map or plat of said property, (c) join in any subordination, any easement or crossing, or any other instrument affecting the deed or the lien or charge hereof; (d) reconvey, or cause to be reconveyed, the property to the beneficiary, (e) execute any instrument, without warranty, all or any part of the property. The grantor, the trustee and the beneficiary may be described as the "person or persons" in the deed, the note and the recitals therein. The covenants, conditions and facts shall be conclusive proof of the truth of the recitals 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 these trusts all rents, issues, royalties and profits of the property affected by these trusts and of any personal property located thereon. Until the beneficiary is in default in the payment of any indebtedness secured hereby or until the beneficiary is in default in the performance 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 to the grantor. Upon any default by the grantor hereunder, the beneficiary shall have the right to collect all such rents, issues, royalties and profits as they are due to the beneficiary at any time without notice, either in person, by agent or by a receiver, and to appoint any and all persons, including himself, as the receiver of any and all property to be appointed by a court, and to acquire, enter upon and take possession of all security for the indebtedness secured hereby, and to sell the same, and to apply the proceeds of the sale thereof, in its own name past due or otherwise collect, and to pay the same to the beneficiary. The beneficiary shall also have the right to collect the rents, issues and profits, including those past due and not yet collected, and to apply the same, less costs and expenses of collection, including reasonable attorney's fees, upon the occurrence of any default secured hereby, and in such order as the beneficiary may determine.

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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 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 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 herein, 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.

J. H. Strid (SEAL)
Alma Strid (SEAL)

STATE OF OREGON }
County of Klamath } ss.

THIS IS TO CERTIFY that on this 28 day of September, 19 72 before me, the undersigned, a

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

J. H. STRID AND ALMA STRID, 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.

STATE OF OREGON
(SEAL)

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

Loan No. _____

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Grantor

Beneficiary

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

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

fee 4.00

STATE OF OREGON }
County of Klamath } ss.

I certify that the within instrument was received for record on the 4 day of Oct, 19 72 at 3:40 o'clock P. M., and recorded in book M-72 on page 11341. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By *Hazel Brazil* 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

by _____

DATED: _____, 19 _____