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## 9130 A-22290 الكسو Vol. 2 Page 11706

### 59342 TRUST DEED

1972, between October THIS TRUST DEED, made this \_\_\_\_\_\_\_ day of ... JERRY MOLATORE and YVETTE M. MOLATORE, 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:

Lot 4 in Block 13 HILLSIDE ADDITION to the City of Klamath

Falls, Oregon, according to the official plat thereof on file

in the office of the County Clerk, Klamath County, Oregon.

the second

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granitor or others having an interest in the above described property, as may be evidenced by a note or note, note, the beneficiary may reduit payments received by it upon more than one note, the beneficiary may reduit payments received by it upon any of sail dear or parts of any payment on one note and part on another, as the beneficiary may reduit.

as the benchickary may elect. The grantor hereby covenants to and with the trustee and the benchickary herein that the said bremses and that the grantor will said his helfs. free and clear of all norumbrances and that the grantor will said his helfs. against the claims of all persons whomsever.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges leveld against each property, to keep said property for all neurombranes having pre-solved or this trust deed; and promises which say months from the dor-ne the said property is to keep said provide all buildings in course of construction or hereafter constructed truction is hereafter commenced; to repair and means promptly and which may be damaged or destroyed and pild property at all said property which fitteen days after widney to impact the day of the medicary within fitteen days after widney or improvements now of hereafter eact not to remove or destroy any work orepair and improvements now or hereafter thereafter construction; to replace any work orepair and to course or destroy within fitteen days after widney or line for moments now of hereafter new start of and premises; to seep all buildings, property and improvements now or hereafter thereafter erected upon said to keep all buildings, property and improvements now or hereafter the hazards as the beneficiary may from the set or obligation as well by this trust deed, in a company or compane in correct form and with thereafter start the effect of all points of the beneficiary may form and with thereafter and to delive the original plot of the beneficiary at least thereafter and to delive the original plot of any such policy of insures. If and to delive the original plot are any such policy of hear and with and the prove the site of a set and the print of the beneficiary may in its owe and proved loss payable clause in favor of business of the heneficiary at least there how chains in non-least the the origin date of any such policy of insures. If and the non-cancellable by the grantor during the full term of the policy thus and the non-cancellable by the grantor during the full term of the policy t

obtained. In order to provide regularly for the prompt payment of said taxes, assess-inents or other charges and insurance premiums, the grantor agrees to pay for the beneficiary, together althen and in addition to the monthly paymencored principal and interest pay to one-twenth (1/20th) of the taxes, assesses other the payment of the terms of the note or obligation second other charges due and pay to one-twenth (1/20th) of the taxes, assesses ing twelve months, and also one-thirty-sixth (1/20th) of the taxes, assessmenta-ing twelve months, and also one-thirty-sixth (1/20th) of the taxes, assessmenta-ing twelve months, and property within each succeeding the neutrance premiuma ing twelve months, and also one-thirty-sixth (1/20th) of the taxes, assessments and hereign the regret of the principal of the loan unit, principal of the such aums, to be credited to the principal of the loan unit, principal of the several purport the option of the heneficiary, the sum as optide and the held by loan or, taxes, assessments or other charges when they shall become due and payable.

premulting, taxes, assessments or other charges when they shall become die and payable. While the grantor is to pay any and all taxes, assessments and other charges level or assessed against said property, or any part thereof, before the same begin to hear interest and also to pay premiums on all insurance policies upon said property, such in the property is beneficiary to pay ficinry, as aforeanid. The grat and other charges level or imposed again any and all taxes, assessments are to the statements thereof to impose and property in the same area, assessments or other charges, and by the collector of the the taxes, assessments or other charges in the same the principal of the same taxes, assessments or other charge as using the principal of the term taxes, assessments or other charges and using the principal of the term taxes, assessments or other charge as using the principal of the contrast shown to the statements as using the principal of a count, if any, established for that purpose in receive to hold the beneficiary responsible for the of a defect in any in-surance policy, and the beneficiary hereby is mere compared in any in-marks, to compromise and active with any mane acompared by this trust deed. In work, the amount of the bing theory for property by the beneficiary after full or upon sale of other acquisition of the property by the beneficiary after full or upon sale of other acquisition of the property by the beneficiary after

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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, the grantor shall pay the deficit to the branch emper-demand, the other of the grantor shall pay the deficit to the branch emper-demand, the other and the amount of such deficit to the branch emper-mand shall be granter fail to keep any of the forcesoing covenants, then the beneficiary may at its option entry one the same, and shi its expenditures there beneficiary may at its option entry one the same, and shi its expenditures there be shall draw interest at the sail as excurred by the lien of this trust deed. In this connection, the beneficient wall have the right in its discrition to complete any important is and if results on and all on any importants. The same property as in its sole discrition was and allo to make such repairs to said any important is associated as the sail have the annex or advantable. The granter further agrees to councily with all laws, ordinances, regulations.

property as in its sole discretion it may derm necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, covernants, conditions and restrictions affecting said property; to pay all costs, covernants, conditions and restrictions affecting said property; to pay all costs, frees and expenses of this trust, including the cost of tills search, 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 frees actually incurred; to appear in and defend on zone or proceeding purporting to affect the security is pay and the secure of the the advisory of trustee; and to pay and expenses, including to of evidence of this and attorney's free are in a costs and expenses, including to of evidence of this advisory of trustee of the pay by the court, in any such action or proceeding the beneficiary or trustee for an attempt of the ded, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the granter on written request the annual statement of account but shall not be obligated or required to 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 such property shall be taken under the right of eminent domain or condemnation, the heneficiary shall have ine right baccommence, prosecute in its own name, appear in or defend any ac-the right baccommence, prosecute in its own name, appear in or defend any ac-tion of proceedings, or to make any compromise or actionment. In connection with tion or proceedings, or to make any compromise or activity of the amount re-payable as compensation for such taking, which are in excess of the amount re-payable as compensation for such taking, which are in excess of the amount re-payable as compensation in such proceedings, abil be praces and attorney's and applied by the first upon any reasonable costs and he grantor agrees, thanness applied upon the luideltedness secured hereby and the transments as shall at its expense, to take such actions and execute such instruments as shall the incessary in obtaining such compensation, prompty upon the beneficiary's necessary in obtaining such compensation, prompty upon the beneficiary's

be necessary in obtaining such temperature to time upon written request of the bene-request. 2. At any time shid from time to time upon written request of the bene-ficiency, payment of its fees and presentation of this deed and the noise for en-tering the start of the payment of the indebiedness, the trustee may (a) liability of any person for the payment of the indebiedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting consent to the making of any map or plat of said property; (b) join in granting or other agreement affecting this deed or the lien or charge hereit, any reconvery-without warranty; all or any part of the property. The grantee in any reconvery-without warranty, all or any mart of the property. The grantee in any reconvery-without warranty, all or any mart of the property. The grantee in any reconvery-without warranty, all or any mart of the property. The grantee in any reconvery-without warranty is described as the "person of persona legally entitled therefor" and ance may be described as the "person of persona legally conting proof of the the reclaist thereford. Trustee's fees for any of the services in this paragraph truthraines thereford.

shall be \$5.00. 3. As additional security, grantor hereby assigns to homefleary during i continuance of these trusts all rents, issues, royalites and prefits of the p continuance of these trusts all rents, issues, royalites and prefits of the p continuance of these trusts all rents, issues, royalites and prefits of the p trust sector by this devia and of any preparational properties descend hereaby or trust performance of any segments of any prefixed all have the right to i the performance of any segments of any prefixed all have the right to i the performance of any segments of any prefixed all have the right to i the performance of any segments of the provide the period of the deguary of a there all such rents, issues, royalites and without regard to the adequary of a security for the laideltedness here security is to wen name sue for or observise coll the rents, issues and profits, including these past due and unpath, and ap the security fees, upon and each operation and collection, including rens-able attorney's less, upon any detaulates secured hereby, and in such or as the herefleary may determine.



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After default and any time prior to five days Trustee for the Trustee's sale, the grantor i lamy pay the entire amount them due under ations secured thereby (including costs and expen- ing the terms of the obligation and trustee's eding 350.00 each) other than such particle of the be due had no default as such particle of the due had no default and giving of sal- hall sell said property at the time and place fixed there, payable at the highest bidder for each, in takes, payable at the three of sale. Trustee may postponent at whole or in separate parcels, and in such takes, payable at the three fashest bidder for each, in from time to time thereaster may postpone the I WITNESS WHEREOF, scild grantor OF OREGON } of Klemath } ss.	the end of the set of	any reason permitted by law, the beneficiary may from time to successor or successors to any trateo named herein, or to any e appointed hereands thor shall by veated with all title, powers ferred upon any tratec herein named or appointed hereinder. Rach ent and sublitution shall by veated with all title, powers when recorded in the office of the county clerk or recorder of the ties in which the property is situated, shall be conclusive proof of ment of the successor trustee. The accepts this trust when this deed, duly exceuted and ak place of these accepts this trust when this deed, duly exceuted and aknow- a public record, as provided by law. The trustee is not obligated party herelo of pending asle under any other deed of trust or of proceeding in which the grantor, beneficiary or trustee shall be a uch action or proceeding is brought by the trustee. deed applies to, inures to the benefit of, and binds all parties elitar, due and or menter the holder and owner, including thing this deed of menters and for neuter, and the singular number in- rail. and seed the day and year first above written.
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WITNESS WHEREOF, said grantor OF OREGON of Klamath	has hereunto set his hand	and seal the day and year first above written.
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S IS TO CERTIFY that on this 112K d		
		, 19.72, before me, the undersigned, a
Public in and for said county and state,	personally appeared the within no	med RE, husband and wife
Sevecuted the Same freely and voluntarily	for the uses and purposes therein	I expressed
TESTIMONY WREREOF, I have hereunto set	my hand and affixed my notaria	I seal the day and year last above written.
313X 18		NB /
Appen A. A. A. Heller 的名字	(Notory Public My commission	for Oregon $10-25-74$
영국 김 승규는 집에 가장 등의 것은		2017년 1월 1997년
		STATE OF OREGON )
1 190.		County of Klamath
TDI IST DEED	에 가슴하는 것 같은 것 같아?	County of Richard J
IRUSI DEED	이 남옷 알려온 아랫동안, 영안, 중신,	
황사는 물건을 가지 않는 것이다.	웹 사용이 나는 활동생활 장애가 통	I certify that the within instrument
		was received for record on the 12th
		day of OCTOBER 19.72,
		at 4;12 o'clock P. M., and recorded
	FOR RECORDING	in book <u>M 72</u> on page 11796
	LABEL IN COUN,	Record of Mortgages of said County.
FIRST FEDERAL SAVINGS &	USED.)	
		Withood mit hand and seal at / arrester
그는 물건에 가지 않는 것 같아요. 이번 바람이 많은 것같이 가지 않는 것이 같아.	이 가지 않는다.	Witness my hand and seal of County
LOAN ASSOCIATION		affixed.
LOAN ASSOCIATION Beneficiary		
LOAN ASSOCIATION Beneficiary Recording Return To:		affixed. WM. D. MILNE
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LOAN ASSOCIATION Beneficiary Recording Return To: FIRST FEDERAL SAVINGS 540 Main St.	FFE \$ 4.00	affixed. WM. D. MILNE
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otify beneficiary in described property personal information of a new loan appli

5. The for sale supplied

tract form

DATED:

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proceeds of fire and other insurance pol-y taking or damage of the property, and toresaid, shall not cure or walve any de-or invalidate any act done pursuant to

writing of any sale or con-and furnish beneficiary on a concerning the purchaser as cant and shall pay beneficiary

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nouncement at the t deliver to the purchs perty so sold, but v recitals in the deed truthfulness thereof, and the beneficiary. he pro-ed. Tha of the grantor clary.

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 an follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonalic charge by the attorney. (2) To the colligation secured by the trust deed, (3) To all persons having recorded liens subsequent to the interests of the trust deed as their interests of the trustee, and a 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 surplustee the unput of the trust deed or this successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to successor trustee appointed hereunder. Upon such appointment herein, or to any successor trustee appointed hereunder. Upon such appointment and without con-reyance to the successor trustee, that he beneficiary experiment. Executed by order which with a truste herein named or appointed hereunder. Executed by order which with the trustee by written instrument executed by order which with the trustee of the conclusive proof of

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