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TRUST DEED

DOUGLAS W. FULLER and LEAH RAE FULLER, husband and wife

as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

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-----R N The granior irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 19, LLOYD'S TRACTS, 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 apper-tation to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and inrigation 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 leum, shades and built-in ranges, dishwashers and other built-in applances now or hereafter installed in or used in connection 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 material and the appendence of the purpose of securing performance of the premises.

The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his here, utors and administrators shall warrant and defend his said title thereto nst the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto, gainst the claims of all persons whomsource. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, said property free from all encuntrances havitration estimated the same said agrees to pay said note according to the terms thereof and, when due, said property free from all encuntrances havitration of the same same service and the same service against the date or hereof the date construction is hereafter combiniting or improvement on here the date construction is hereafter combiniting or improvement on the same service and the same service and pay, when due, all oasts incurred therefor; to allow been any work or materials unsatisfactory to beneficiary within fifteen days any buildings in constant the same safe constructed on said property may be damaged of our provements now of hereafter constructed on and property in good repair and to commission autor to remove on said property in good repair and to commission autor no ware or said there same and property may be dimined and provements and provements and all property in good repair and to commission autor no ware bereafter excited on said promises continuers in the note of the note or obligation necessing the there there are a same principal and to commission autor no ware bereafter excited on and principal and to commission autor no ware bereafter excited on said promises continuers in the note of the same as the provide on said the original principal and to commission autor no ware or said often the arards as the beneficiary may of the note or oroligation source does payable clause place of business of the beneficiary at least if fitteen days phile clause is not to the prince from the source of any such policy of insurance. In the operative the original pays of the beneficiary may of insurance align the anone lance is not to the there of the beneficiary as the policy of the the origin a source of the beneficiary as the principal and the poli

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other othergies and insurance preniums, the grantor agrees to pay to the beneficiary, together with and in aterns of the note or obligation secured principal and interest payable understitute the state, assessments and other othergies due and payable with respect to said property within each succeeding the taxes, assessments and also one-thirty-sixth (1/36th) of the taxes, assessments and principal with raspect to said prove with respect to said property within each succeeding the taxes assessments and also one-thirty-sixth (1/36th) of the taxes, assessments and payable with raspect to said prove as estimated and directed by the beneficiary this trust deed remains in effect, as setting and and the other principal of the several purposes thereof and shall thereinon be charged to the principal of the jonn; or, at the option of the zerve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

promiums, 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, or any part thereof, before the same begin to hear intervent and also to pay premiums on all insurance policies upon said property, such payments are to he made through the bene-ficiary, as aforesaid. The artis and disc there there is a such as a solution and property in the annual states, assessments or other charges, and to pay the such as a solution of the such as the solution of the statements thereof the pay and all taxes, assessments or other charges, and to pay the insurance promiums in the amounts shown by the statements thereof to pay the principal of the ound taxes, assessments or other charges, and so must so the principal of the ound, and the representatives, and to charge and summa to the principal of the bond the beneficiary responsible for failure defects or any in a state of for any loss or damage growing out of a bay and singu-nance writely, and best with any insurance, any and to apply any item insurance receives upon the obligations accured by this trust deed. In surance promises upon the obligations accured by this trust deed. In somplify the amount of the indebtedness for payment and struct deed. In full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after

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obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the beneficity may all is option carry out the same, and all its expenditures there-for shall draw interest at the secure of the same, and all its expenditures there-tion grantor on demonsteril the same tright in its discretion is to said any improvement mode on said premises and also to make such as the said property as in its sole discretion in the note, shall be repeated by property as in its sole discretion in the same, and said starting in the sole for a said start of the sole discretion is the same shall be repeated by property as in its sole discretions and the necessary or advisable. The spenter further agrees to comply with all have, ordinances, regulations, frees and expenses of this trust, their future incorrect in connection with or in enforcing this obligation, action or proceeding purporting to affect the sacri-tity here or these including created in any actual to be secured in a spectra which the beneficienty or trustee may appear and in any suit brought by bene-ming the beneficienty or trustee may appear and in any suit brought by bene-ticated by the force of this dust, and all said sums shall be secured by this trust.

The beneficiary will furnish to the grantor on written request therefor au 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 nutually 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 heneficiary shall have the right to commence, proscute in its own name, appear in or defend any ac-tion orkings and, if its ocleast, to require that all or any portion of the momey's such that and, if it so cleast, to require that all or any portion of the momey's such that and, if it so cleast, to require that all or any portion of the momey's such that and the so cleast is the require that all or any portion of the momey's incurred by the grantor in such proceedings, shall be praid to the beneficiary fors necessarily paid or incurred by the beneficiary in such proceedings, and the halance applied upon the indebtaches are required hereby; and the grantor agrees, at is own expense, to take such actions and erceuts such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the beneficiary's ficing, payment of its fees and presentation of this deed and the note for en-ficing, payment of its fees and presentation of this deed and the note for en-liability of any person for thy payment of the indebtdees, the trustee may (at consent to the making and restriction thereon, (c) join in any autordination any easement or creating this deed or the lien or charge hereof; (d) reconvery, without warranty, but of any part of the person is paint of a shall person to fur years or the shall be shown.

shall be \$3.00. 3. As additional security, grantor hereby assigns to heneficiary during continuance of these trusts all rents, issues, royalites and profits of the continuance of these trusts all rents, issues, royalites and profits of the continuance of these trusts all rents, issues, royalites and profits of the period by this deed and of any perconside property locations that performance of any agreement hereunder, grant and and the rent. I here and payable. Upon any profits the grantor hereunder, the ficiary may at any time without notion without regard to the adequacy of security for the indebtedness hereof, in its own name sue for or athere the same of the profits, here there and uppaking, and any the same of the profits, including these past due and uppaking, and any the same of the sponted profits, including these past due and uppaking, and the same of the sponted profits, including these past due and uppaking, and the same of the sponted profits and exponses of operation and collection, including the all is atometry or any determine. hereby assigns to beneficiary during the e pro-Until or in to colapply



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bouncement at the line fixed by the preceding posipousment. The trustee shall deliver to the purchaser his deed in form as required by isv, conveying the pro-ientry so wold, but without any correnant or warranty, aspress or implied. The recit's in the deed of any matters or facts shall be conclusive proof of the runtifulness thereof. Any person, accluding he trustee but including the granter and the beneficiary, may purchase at the sale.

and the menomicanty, may purchase at the same. 9. When the Trustee sais pursuant to the powers provided herein, the frustee shall apply the proceeds of the truste's safe as follows: (1) To trustee shall apply the proceeds of the truste's safe at the trustee, and a resumable charge by the attorney. (8) To the obligation second by the trust deed. (3) To all persons having recurded liens subsequent to the interest of their priority. (4) The surplus, if any, to interest appear in the deed or to bis successor in interest entitled to such surplus.

dered or to his auccessor in interest ruitiled to such aurplus. 10. For any reason permitted by law, the heneficiary may from time to successor to successor to any ruistes anned herein, or to any revealed to the successor truster, the interest main between and without bourd without to the successor truster, the interest main or appointed hereinger. Each and appointment and substitution main doe by written instruct expected of the hereinficiary, containing reference to this trust deed and recorder of the pound or counting in which the office of the county cirk or recorder of the pound or counting in which the property is situated, shall be conclusive proof of proper appointment of the successor truster. required by law. 7. After default and any time prior to five days before the date set 7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the granter or other perion and brivileged may pay the entire amount then due undgeness actually incurred the obligations secured thereby (including costs and expesses actually incurred the obligations secured thereby (including costs and expesses actually incurred the obligations secured thereby (including costs and expesses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees in enforcing the terms of the obligation and trustee's and as would 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.

1. Truster accepts this trust when this deed, duly executed and acknow-lit. Truster accepts this trust when this deed, duly executed and acknow-related is unside a public record, as provided by law. The trustee is not obligated to unity any party hereto of pending asle under any other deed of trust or of says actions or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

PARLY UNITERS SUCH ACTION OF Proceeding is brought by the truster many of a subset many of a subset and applies to, inures to the benefit of, and blads all parties thereto, their heirs, legatess deviaers, administrators, executors, successors and hereits. The term "benefitery" shall man the holder and owner, benefitery produce and owner, the indicate the object to the nucle accured here by hereter the context so requires the many of the nucle state and work the many of the nucles the femining this deed and work the nuclei, and the singular number includes the feminine and/or neuter, and the singular number includes the plural.

8. After the lapse of such time as may then be required by law following the recordsion 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, and the said property at the said said for the said notice of the of sale, at public suction to the highers later for each in lawful money of the tormile, at public suction to the highers black for cash, in lawful money of the United States, payable at the time of an low numeric and place of using ortion of said property by public announcement at such time and place of sale and from time to time thereatter may postpone the sale by public an-sale and from time to time thereatter may postpone the sale by public an-IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

longlos 11 Fuller (SEAL)

STATE OF OREGON 19.72, before me, the undersigned, a Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in and for soid county and state, personally appeared the within named. Notary Public, in an appeared the state of the state

The sniaring upon and taking possession of said property, the contention rents, issues and profits or the proceeds of fire and ther insurance point compensation or awards for any taking of damage of the property, and include or release, therein the adormald, shall not ture or waives any de-include or release therein the or insultation any act done pursuant is

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 indebtedness secured hereby in the secure hereby in the beneficiary may deciration of variance of written notice of details and hereby hereby in the trust property, and online of details and secure hereby in the secure hereby of the secure of the secure hereby of the secure hereby in the secure hereby is and the secure hereby is and the secure hereby is and the secure hereby. The secure hereby and secure hereby hereby is and documents evidencing secure hereby a secure hereby is and documents evidencing place of sale and give notice thereof as then trusters shall fix the time and place of sale and give notice thereof as then required by law.

5. The gran t for sale of supplied it id ordinarily is rvice charge.

DATED

alor shall notify beneficiary in writing of any sale of con-the above described property and furnish beneficiary on a with such personal information concerning the purchaser as ye required of a new loan applicant and shall pay beneficiary

to me personally known to be the identical individual. St named in and who executed the foregoing instrument and acknowledged to me that

to me personairy known to be the identical individual. A number in the who executed the tableau and 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 A Tames Rouch SEALD SO SO SO

110-25-74 Notary Public for Oregon My commission expires: STATE OF OREGON) SS. County of Klamath Loan No. I certify that the within instrument TRUST DEED was received for record on the 29th (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED-) Witness my hand and seal of County тО FIRST FEDERAL SAVINGS & affixed. WM. D. MILNE County Clark By Maze (Drazil Doputy LOAN ASSOCIATION Bone Ai:er Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon FEE \$ 4.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

19.

The undersigned is the legal owner and holder of all indobtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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 resumt to statute, to cancel all evidences of indobtedness secured by said trust deed (which are delivered to you herewith together with said at 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 reconvey. TO: William Gan have been

First Federal Savings and Loan Association, Beneficiary