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TRUST DEED

THIS TRUST DEED, made this 13th day of December, 1972, between MARVIN L. STRODE and NORMA J. STRODE, 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:

Lot 7 in Block 8, FIFTH ADDITION TO SUNSET VILLAGE,

Klamath County, Oregon.

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which said described real property does not exceed three acres, together with oil 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-SIX THOUSAND SIX HUNDRED
\$26,600.00** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and/or by the grantor, principal and interest being payable in monthly installments of **\$1,900.00**, commencing

January 15, 1973.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiaries to the grantor or others having an interest in the above described property, as may be evidenced by notes or notes. If the indebtedness secured by this trust deed is evidenced by notes or notes, the grantor may credit payments received by it upon any of said notes or notes of any payment on one note and part on another, as the beneficiary may direct.

The grantor hereby covenants to and with the trustee and the beneficiary, herein after the said premises and property conveyed by this trust deed are free and clear of all liens, encumbrances and that the grantor will and his heirs, executors and administrators shall defend 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 taxes, assessments and other charges levied against said property and paid by the grantor, free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and renew property and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all costs incurred therefore; to allow the beneficiary to inspect said property at all times during construction; to replace any worn out or damaged parts of the property to the satisfaction of the beneficiary within fifteen days after written notice from beneficiaries of fact; not to remove or destroy any building or improvements now or hereafter erected upon the property; to keep all buildings and improvements now or hereafter erected upon the property in good repair and to commit or suffer no waste of said premises; to keep all buildings and improvements now or hereafter erected on said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, the sum not less than the original principal sum of the note or obligation secured by this trust deed in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary attached and with premium paid, to the principal place of business of the company attached and within fifteen days prior to the effective date of any such policy of insurance. If any such insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancellable 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 insurance premiums, the grantor agrees to pay to the beneficiary, together with all interest, the monthly payments of principal and interest payable under the terms of the trust deed obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes and insurance premiums payable with respect to said property within each succeeding year while this trust deed remains in effect, as minimum and subject to the beneficiary, such sums to be credited to the principal of the loan as required for the several purposes hereof and shall thereupon be charged to the principal of the loan, at the option of the beneficiary, the sums so paid shall be held by the beneficiary in a reserve account without interest, to pay said premiums, 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 due and against said property, or any part thereof, before the same become due, he is also to pay premiums on all insurance policies upon said property, such payments to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed upon said property in the amounts as shown by the statements thereto furnished the grantor, assessments or other charges, and to pay the insurance premiums in the amounts on the statements submitted by the insurance carriers or their representatives to the grantor. The grantor shall have the right to collect all such rents, issues, royalties and profits earned by him which become due and payable. Upon any default by the grantor in making the payments due at any time without notice, either in person, by agent or by a registered letter, to the principal place of business, and without regard to the adequacy of any security for the indebtedness, the beneficiary, upon and take possession of said property, or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including those past due, and to apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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 accrue, 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.

If 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 of six percent per annum on the note, shall be repayable by the grantor on demand and shall be secured by the note and 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, fees and expenses of this trust, including the cost of title search and survey, the other costs and expenses of the trustee incurred in connection with or in connection with the making and trustee's and attorney's fees actually incurred to appear in and defend any action or proceeding purporting to affect the security of the rights or powers of the trustee and to recover the same in a reasonable sum to be fixed by the court, in any such action or proceeding, and the beneficiary or trustee may appear and in any suit brought by the beneficiary 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 but 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 in its own name, appear or defend any action or proceeding, or to make any compromise or arrangement with such taking and, if it so elects, to require that all or any portion of the money so recovered be paid to the grantor in such proportion, as shall be paid to the beneficiary for such taking, which are in excess of the amount required to pay all costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such action, or proceeding, shall be paid to the beneficiary and the trustee and attorney's fees necessarily paid and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceeding, and the balance applied upon the indebtedness secured hereby; and the grantor agrees in the event of any such taking to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time from time to time upon written request of the beneficiary, payment of its full or partial amount of this deed and the note for endorsement (in case of full recovery) for the same, without affecting the liability of any person for the payment of the indebtedness, the beneficiary may (a) consent to the making of any map or plat of said property; (b) lots in subdivision or creating and restricting thereon, (c) lots in subdivision or creating and restricting thereon, (d) recover, without warranty, all or any part of the property. The grantor in any recovery, or other action, or proceeding, shall be liable to the beneficiary for the costs and expenses of the same, and the beneficiary shall be entitled thereto, and the rectification of any matters or facts shall be conducted in the truthfulness 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 trust, all rents, issues, royalties and profits of all property in the state of Oregon and of any personal property located therein. Until the grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement herein, the grantor shall have the right to collect all such rents, issues, royalties and profits earned by him which become due and payable. Upon any default by the grantor in making the payments due at any time without notice, either in person, by agent or by a registered letter, to the principal place of business, and without regard to the adequacy of any security for the indebtedness, the beneficiary, upon and take possession of said property, or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including those past due, and to apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of such rents, leases or profits or the proceeds of fire and other insurance policies or compensation or awards for acts, taking or damage to the property, and the application or release thereof, if aforesaid, shall not cure or waive any and all faults or notice of default hereunder or invalidate any act or waiver any and all 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 a copy of such personal information concerning the purchase 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 and in performance of any agreement hereunder, the beneficiary may demand sums secured by any instrument due and payable by delivery to the trustee of written notice of default and election to sell the trust property, such notice trustee shall cause to be duly filed for record upon delivery of said notice this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall forthwith deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall file at 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 provided may pay the entire amount then due under this trust deed so far as the collections secured hereby (including costs and expenses attorney's fees not exceeding \$100.00 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 any notice of default and giving of said notice of default, the trustee shall sell the 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, 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 as the sale and from time to time thereafter may postpone the sale by public an-

nouncement at the same time fixed by the preceding paragraph. The trustee shall deliver to the purchaser his deed in form as required by law, covering the property so sold, but without any covenant or warranty, express or implied. The trustee in the deed of any manner, facts shall be exclusive except of the truthfulness of 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 charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recordable claims subsequent to the date of the trustee's sale; (4) The surplus, if any, to the grantor or the trustee in the order of their priority; (5) The surplus, if any, to such successor of the trustee or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary named herein or any successor appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without any notice to the original trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each power, right, authority and responsibility shall be made by written instrument executed by the beneficiary, containing reference to the 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. Trustees accept this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is 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, and is for the benefit of, and binds all parties hereto, their heirs, 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 whenever the context so requires, the singular 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.

Mervin L. Strode (SEAL)

Norma J. Strode (SEAL)

STATE OF OREGON
County of Klamath
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ON THIS THE 14th DAY OF DECEMBER 1972, BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MERVIN L. STRODE AND NORMA J. STRODE, HUSBAND AND WIFE
TO ME SEPARATELY KNOWN TO BE THE IDENTICAL INDIVIDUALS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
THEY WERE SIGNING SEPARATELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.
IN FAITH WHEREUPON I HAVE HEREUNTO SET MY HAND AND AFFixed MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Keed Quen
Notary Public for Oregon
My commission expires: 5-14-76

(SEAL)
STATE OF OREGON
County of Klamath } ss.

TRUST DEED

Lic. No. _____
Grantor _____
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-
CIES WHERE
USED.)

I certify that the within instrument was received for record on the 15th day of December 1972 at 3:20 o'clock P.M., and recorded in book M-72 on page 14452 Record of Mortgages of said County.

Witness my hand and seal of County affixed,
Wm. D. Milne
County Clerk
Wm. D. Milne
Fee 64.00

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: William Gannon, 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 evidence 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 name of _____.

First Federal Savings and Loan Association, Beneficiary

DATED: 10-10-72
by _____