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19...73., between

- - - Kenneth E. Hartwell and Luella M. Hartwell- - -

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 16 in Old Orchard Manor, an addition to the City of Klamath Falls, Oregon according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to contract and/or lien for irrigation and/or drainage; conditions and restrictions contained in that certain Declaration of Conditions and Restrictions recorded February 20, 1951 in Deed Vol. 245 at page 361, records of Klamath County, Oregon; easements and rights of way of record or apparent on the land; reservations and restrictions contained in the dedication of Old Orchard Manor.

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 apportations, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportations, profits, water rights and other pulmbing, lighting, heating, ventilating, disconditioning, tofficporating, watering and irrigation totaling to the above described premises, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian places such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian places such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian places such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awnings, venetian places such as wall-to-wall carpeting and line apparatus, elements, such as wall-to-wall carpeting and line and line apparatus, elements and elements, such as a such as a

each agreement of the grantor herein communes and the population of a promissory note of even data herewith payable to the (\$ 11,900.00 \text{NS}) Dollars, with interest thereon according to the terms of a promissory note of even data herewith payable to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$ 87.94 \text{NS} commencing March 1, 19.73.

This trust deel shall further secure the payment of such additional money, if any, as may be leaned hereafter by the beneficiary to the granter or others having an interest in the above described property, as may be indeed by a note or interest in indebtedness secured by this trust deel is evidenced by note or part of any payment or one that more than once, the beneficiary may credit payments received by it upon any of each note or part of any payment on one note and part on another, as the beneficiary may elect.

note or notes.

more than onte, the heneficiary may credit payments recent of another, any of said notes or part of any payment on one note and part of 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 convoyed by this trust deed are herein that the said premises and property convoyed by this trust deed are free and clear of all encumbrances and that the grantor will and his helrs, free and clear of all encumbrances and that the grantor will and his helrs, against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms therefor and, when due, all taxes, assessments and there charges levied against therefor and when due, all taxes, assessments and there charges levied against therefor any the said property free from the date construction of hereafter constructed on said prometry commenced; to repair and restore hereof or the date construction manner any building or improvement on promptly and in good workmalke manner any building or improvement on said property which may to allow beneficiary to inspect said property to allow beneficiary to inspect said property to three during the fifteen days after written notice from the date of the said property of such the said premises; to keep all indicates now or hereafter created upon said property in buildings, property and improvements now or hereafter exceed upon said property in buildings, property and improvements now in a sum not less than the beneficiary may from time to time require now after the said policy of insurance for companies acceptable in a sum not less than the original policy of insurance in company or companies acceptable in the manner of the effective date one, the beneficiary at least time of the property of the said policy of insurance is not so tender of the s

obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the granter agrees to pay to meet the order of the prompt payment of the beneficiary, together with and in addition to the monthly payments of the property of the payments of the payment of the

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 my time for the payment of such charges as they become due, the granter stand bay the deficit to the beneficiary upon a transport of the control of the charges at the property of the charges at the principal of the objections may at its option carry out the same, and all its expenditures there beneficiary may at its option carry out the same, and all its expenditures there is not one of the charge of the property at mit the charge of the charge of

The heneficiary 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:

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of emhent domain or condemation, the hendfelary shall have the right of emhent domain or condemation, the hendfelary shall have the right connuence, prosecute in its own name, appear in connection with the proceedings, or to make any compromise or settlement in connection with such taking and, if it so cleets, to require that all or by access of the amount required to pay all reasonable costs, and appearing the mount required to pay all reasonable costs and expenses and attorney's and applied by it first upon a reasonable costs and expenses and attorney fees necessarily paid of the hendfelary of the proceedings, and the grantor are proposed to the such actions and exceute such instruments as affail its own expense, to take such actions and exceute such instruments as affail to necessary in obtaining such compensation, promptly upon the hendfelary's requires.

2. At any time and from time to time upon written and the content of the content of the content of the process of the content of the process of the content o

shall be \$5.00.

3. As additional security, grantor hereby assigns to heneficiary during the continuance of these treats all rents, issues, royalties and profits of the procuring the deed and of any personal property located thereon. Until grantor thail default the payment of any indebtedness secured hereby to cold the performance of an agreement hereunder, grantor shall have the fact of the procuring and the property of the p

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9. When the Trustee sells pursuant to the powers provided here the shall apply the proceeds of the trustee's sale as follows: (capenses of the sale including the compensation of the trustee, combile charge by the attorney. (2) To the obligation secured to the compensation of the trustee of the compensation of the trustee of the compensation of 11. Trustee accepts this trust when this deed, duly executed and a ledged is made a public record, as provided by law. The trustee is not old to notify any party hereto of pending sale under any other deed of trust any action or proceeding in which the grantor, henclicary or trustee shall party unless such action or proceeding is brought by the trustee. so then be due had no detaint occurred and thereby cure the definition.

8. 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 saic, the trustee shall self said property at the time and place fixed by him in said notice of saic, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest hidder for cash, in lawful money of the trustee shall be appeared by the said of said or any portion of said property by public announcement at such time and place of said and from time to time thereafter may postpone the saie by public an-IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Semeth E. Hartwell Ruella M. Hartwell (SEAL) Notary Public in and driesid county and state, personally appeared the within named Kenneth E. Hartwell and Luella M. Kurtwell. STATE OF OREGON to me personally tapping by be the identical individual .... named in and who executed the foregoing instrument and they coccuted the same trooty and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the day and year last above TESDA. Noidry Public for Orogon 5-14 76
My commission expires: (SEAL) STATE OF OREGON ) ss. Loan No. 01-0194 County of Klamath TRUST DEED I certify that the within instrument was received for record on the 16th Kenneth E. Hartwell (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE Luella M. Hartwell Record of Mortgages of said County. TO Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION USED.) affixed. After Recording Return To: FIRST FEDERAL SAVINGS County Clerk FEE 3 4.00 540 Main St. Klamath Falls, Oregon REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 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 pursuant to statute, to cancel all evidences of indebtedness secured by the terms of said trust deed the estate now held by you under the 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 First Federal Savings and Loan Association, Beneficiary DATED:

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