

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, equipment and fixtures, together with all plumbing, lighting, heading, ventifield, air-conditioning, reinformation, watering, watering and fixtures, together with all awings, ventified in anywise apportation, equipment and fixtures, together with all awings, ventified in anywise apportation apparatus, equipment and fixtures, together with all awings, ventified in anywise apportation apport of the away is a start of the sum of the away is a start of the granter herein contained and the payment of the sum of <u>FOURTEEN THOUSAND SIX HUNDRED</u> (\$14,675.00) Dollars, with interest therein according to the terms of a promissory note of even date herewith, payable to the beneficing of and made by the granter, principal and interest being payable in monthly installments of \$113.90 commencing in 19.23.

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 note or notes. If the indobtedness secured by this trust deed is evidenced by inore inan one note, the beneficiary may redit 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 redit.

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The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and properly 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.

executors and administrators shall warrant and defend his said title thorato against the claims of all persons whomsover. The granitor 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; to keep said property free from all encumbrances having pre-cedence over this trust deed; to complete all buildings in course of construction or hereafter construction is hereafter commenced; to repair and resor-pring pring and in good workmanike manner any buildings or improvement on solds incurred then may be damaged or destroyed and pay, when due, all times during construction. Solw beneficient to improvement and solar incurred then may be damaged or destroyed and pay, when due, all beneficiary within fifteen days free any work or materials unsatisfactory to beneficiary within fifteen days property in the most beneficiary of such hereafter erceted upon said property in provements now or hereafter constructed on said premises; to keep all buildings, property commit or suffer now on hereafter enceted on said prometry in suffer in provements now or hereafter exceed upon said property in sufficient repair and in provements now by fire or such other hazardis as the beneficiary may from time to time requires the and to deliver the original principal sum of the note or orbiligation secured by this trust deed, in a company or companies acceptable to the bene-ficiary and to deliver the original police of husiness of the heneficiary at least fifteer days prior to the offective date of any such policy dinsurance. If any the days prior to the offective date of any such policy of insurance in a sum onchance is not so tendered, the beneficiary and is its own described of an insurance for the benefit of the beneficiary may his own described of insurance is not so tendered, the beneficiary may his own described of insurance for the benefit of the beneficiary may his own described of insurance is not so tendered, the beneficiary may his

In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in action to the monthly payments of principal and interest payable under the action to the monthly payments of the other charges due and payable with respect to said prost taxes, assessments and other charges due and payable with respect to said prost taxes, assessments and ing twelve months, and also one-thirty-sith (1/30th) of the insume comparison that the respect to said property within each succeeding thrace premiums such sums to be credited to the principal of the loss of the principal of the iona; or, at the option of the beneficiary, the sums so paid shail behed by the beneficiary in trust as a reserve account, without interest, to pay said and payable.

and paralle. While the grantor is to pay any and all targs, assessments and other charges levied or assessed against said property area, assessments and other the same begin to bear interest and also to pay part thereof, before the same begin to bear interest and also to pay part thereof, before the same begin to bear interest and also to pay part thereof, before any and all targs, assessments and other charges levide conclusions to policies upon said property, such payments are to premiums on all insurance policies upon the amounts as abown by the statements the posed against said property in the amounts as abown on the statements submitted by the olicetor of such targs, assessments or other charges, and is duraished by the colicetor of such targs, assessments or other charges is all sums to the principal of the loan or to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor-agrees in mo event to hold the beneficiary personsible for failure to have any insur-ance written or for any loss or damage growing out of a defect in any in-surance policy, and the beneficiary heroby is authorized, in the event of any loss, to compromise and estile with any insurance compary and to apply any such insurance receipts upon the obligations secured by this trust deed. In full or upon sale or other acquisition of the property by the beneficiary after

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default, any balances 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 granter 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.

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lightion secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the relicitry may at its option carry out the same, and all its expenditures there-r shall draw interest at the rate specified in the note, shall be repayable by is contor on demand and shall be secured by the lien of this trust deed. In is contor on demand and shall be secured by the lien of this trust deed. In is contor on shall prevent the right in its discretion to complete by improvements make on said premises and also to make such repairs to said operty as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, frees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the truste incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; its appear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reaction to be fixed by the court, in any such action or proceeding in the beneficiary to fusce fram appear and in any suit brough the bene-ficiary to foreclose this deed, and all sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on written request therefor an an statement of account but shall not be obligated or required to furnish 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 smillent domain or condemnation, the beneficiary shall have the right of smillent domain or condemnation, the beneficiary shall have the right of smillent domain or condemnation, the beneficiary shall have the right of smillent domain or condemnation, the beneficiary shall have the right of smillent domain or smillent have and the right of the smillent payable as compensation for such reading that all or any portion of the money's payable as compensation for such proceeding a beneficiary is a smillent of the smole of or insurred by the grantor in such proceeding a beneficiary is and allorney's fees accessarily paid or incurred by the beneficiary is auch proceeding and the prints agrees, at its own expense, to take such actions and execute such instrumines as shall request. 2. At any time and feets time to time are a mutue to the smillent and applied with and feets time to time are a mutue.

2. At any time and from time to time upon written request to the bene-ficiary payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the ilability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) Join in granting any ensement or erating and restriction thereon, (c) Join in any subordination owighter agreement affecting this deed or the lien or charge hereof; (d) reconvey, and on may meanic, all or any part of the property. The graines in any reconvey-ance may unsatis, all or any part of the proson or persons legally entitled thereto" and the recitais therein as the "person or persons legally entitled thereto" and the treities thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perturn texter by this deed and of any personal property localcit thereon. Until the performance of a line the payment of any indebtedness secured hereby or in the performance of the security and a profits earned prior to default as they perform the performance of a security of the performance of the perform



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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 pol-leles or comparison or awards for any taking or damago of the program, and the application or release thereof, as aloresaid, shall not cure or waive any do-fault or notice of default hereunder or invalidate any act done pursuant to

the essence of this instrument and upon default by the i any indetchares secured hereivy or in performance of any line heneficiary may deciare all sums security hereby in-galo by delivery to the trustee of written noted hereby in-used by delivery to the trustee of written noted in the lippont with the trustee this trust each and all promissory a evidencing argentitures secured hereby, whereupon the b time and place of sale and give notice thereof as then

fault and any time prior to five days before the date set for the criteries and; the grantor or other person so any the entiraters and; then due under this trust deed and terms of the obligation and trusters and expenses actually incurred do cach) other than such parties of the principal as would had no default occurred and thready entire default.

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 recordation of said notice of default and giving of said notice of saile, the of saile, either as a whole or in separate parced place fixed by him in said notice tormine, at public suction to the highest hidde for cash, in lawful more of the united Bates, payable at the time of saile. These may go the onited Bates, payable at the time of saile. These may joint provide and property by public announcement at you time and place of any portion of said property by public announcement at you time and place of saile and from time to time thereafter may postpone the saie by public an-

5. The granter shall notify beneficiary in writing of any tract for sale of the above described property and furnish ben form supplied with such personal information concerning the would ordinarily be required of a new loan applicant and shall put a service charge.

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6. Time is of the

7. After default the Trustee for

TO:

DATED:

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shall fix the time and place of by law,

IN WITNESS WHEREOF	trades the	plural, and the singular number in-	
and grante	or has hereunto set his han	and and seal the day and year first above written.	
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STATE OF OREGON	60	Gra Janice Denset	
County of Klamath 55.		(SEAL)	
THIS IS TO CERTIFY that on this 12			(A. 1 1. )
Notary Public, in and for said county and state, ALTON /LLOYD SWEET AND	Dersonally appeared it with		
ALTON LLOYD SWEET AND	alS named in and who	husband and wife d the foregoing instrument and acknowledged to me that in expressed	
they executed the same freely and voluntarily	for the uses and purposes the	ad the foregoing instrument and acknowledged to me that	1
IN TESTIMONY WHEREOF, I have hereunio set	my hand and all a	n expressed.	- · · · · · ·
IN TESTIMONY WHEREOF, I have hereunto set	() notaria	al seal the day and year last above written.	1. 1. 1. 1. 1. L.
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Loan No.			
		STATE OF OREGON )	
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TO Grantor	LADEL IN COUN-	····	
FIRST FEDERAL SAVINGS &	TIES WHERE USED.)	Record of Mortgages of said County.	
LOAN ASSOCIATION	5525.7		
Beneficiary		Witness my hand and seal of County affixed.	
fter Recording Return To:			
FIRST FEDERAL SAVINGS		WmD. Milne	
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William Ganong, Trustee			E TO THE
The undersigned is the legal owner and holder of all	Indebiedness secured by it	agoing trust deed. All sums secured by sold trust deed	a factor of the
deed) and to reconvey, without warrant to the	ted, on payment to you of any su	agoing trust deed. All sums secured by said trust deed ims owing to you under the terms of said trust deed or lich are delivered to the terms of said trust deed or	- Andrews
deed) and to reconvey, without warrante to it	is secured by said trust deed (wh	hich are delivered in the terms of said trust deed or	12251782

pursuan trust de of any sums owing to you at under the terms of said trust deed or ed to you herewith together with said the estate now held by you under the irust deed (which are delivered to you r the terms of said trust deed the estate same

First Federal Savings and Loan Association, Beneficiary

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e fixed by the preceding r his deed in form as re hout any covenant or v f any matters or facts ny person, excluding the

When the Trustee sells pursuant to the powers provided tee shall apply the proceeds of the trustee's sale as follows capenaes of the sale including the compensation of the trus to apply the proceeds of the trustee's sale as follows onable charge by the attorney. (3) To the obligation secu-tic deed, (3) To all persons having To the obligation secu-rets of their priority. (4) The surplus, if any, to the granter of of the bits successor in interest entitied to such surplus.
10. For any reason permitted by law, the beneficiary may fn appoint a successor or successor to any trustee named herein.

Int a successor or successors to any trustee named trustee appointed hereunder. Upon such appointments ) the successor trustee, the latter shall be vested will conferred upon any trustee herein named or appoint the successor strustee herein named or appoint

h appointment and sub-site triated herein named or appointed hereiting power the beneficiary, containtiation analis to anale by written instrument even rd, which, when recorded in there of the county cirk for recorder of the appointment of the successor truster. I. Truster accepts this trust when this deed, and y executed and acknow oilly any public record, as provided by law. The truster and acknow oilly any public record, as provided by law. The truster and acknow oilly any proceeding the which the granter, beneficiary or truster action or proceeding the which the granter, beneficiary or truster and the action or proceeding is brought by the trustee. 1<sup>2</sup>. This deed applies to, ingres to the bar the trustee.

12. This deed action of proceeding is brought by the trustee shall be a line of the trustee. The second second

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