TRUST DEED

April THIS TRUST DEED, made this 3rd day of LOUIS E. VOYTKO and MINTE W. VOYTKO, husband and wife

, 1973 , between

, as grantor, William Ganony, Jr., as irrustee, 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;

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

All of Lot 1 and the Mast 6 feet of Lot 2 in Block 217

MILLS SECOND ADDITION IN THE CITY OF KLAMATH FALLS,

Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or heredien belonging to derived from or in anywise apportential to the above described premises, and all plumbing, lighting, hearing, ventiating are anothering, retrigicting watering and important and fixtures, together with all awnings, venetian links. Here covering in place such as wall-towall curpeting and line apparatus, equipment and fixtures, together with all awnings, venetian links. Here covering in place such as wall-towall curpeting and line apparatus, equipment and fixtures, together with all awnings, venetian large, and the built-in application in stabled in or used in connection with the distribution. The purpose of securing part manner of described premises, including all interest therein which the granter has at may, hereafter argument. The purpose of securing part manner of each agreement of the granter herein contained and the payment of the sum of FIFTY AND NO 100.

(\$ 15.750.00...) Dollars, with interest thereon according to the terms of a promiserly note of even days present. Figure in the beneficiary or order and made by the granter, regional and interest bein; payable in manufacture remaining in the reserve account shall be credited to the This trust deed shall further secure the payment of such additional money, default, any balance remaining in the reserve account shall be credited to the

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

as one nenericiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encounterances 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 thereto against the claims of all persons whomsover.

The grantor covenants and agrees to pay said note according to the terms thereof and, when doe, all taxes, assessments and other charges levied against said property; to keep said to complete all buildings in course of construction or becarfit to the construction of the control of the construction is hereafter connected; to repair and restore the resistance of the construction of the construction is hereafter connected; to repair and restore property which may be damaged or destroyed and pay interest of the construction of the construction; to replace any work of the property at all times during construction; to replace any work of the construction; to replace any work of the construction of the construction; to replace any work of the property at all times during construction; to replace any work hother from beneficiary of such fact; not to remove or destroy and building or improvements now or restored on said property in good repair and to commit or suffer her such presents of the property in good repair and to commit or suffer her such other hazards as the heneficiary may from time of sufficient property in a sum mot less than the original principal sum of construction of the trust deed, in a company of insurance in correct form and with approved loss payable claimal principal sum of correct form and with approved loss payable claimal pince of husiness of the beneficiary at least lifteen day of insurance is not so tendered, the heneficiary may in its own discretion obtain insurance for the heneficiary and insurance is not so tendered, the heneficiary and in surance. If the heneficiary is the surance is not so tendered, the heneficiary and insurance shall be non-canceliable by the grantor during the full term of the policy thus obtain insurance.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantom tips assessed to be considered to the confession of the con

premiums, taxes, assessments or other energies when they shall decomposed 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 bear interest and also to my premiums on all insurance policies upon said property, such payment to be made through the beneficiary as aforesaid. The grantor against an and the made through the beneficiary any and all taxes, assessments and other charges levide or imposed against add property in the amounts as shown by the statements thereof furnished by the collector of such the amounts shown on the statements submitted by the insurance premium of the loan or to withdraw the sums which may be required from the principal of the loan or to withdraw the sums which may be required from the country of the property of the

obligation secured territy.

Should 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 there for shall draw interest at the rate specified in the note, shall be represented by the grantor on demand and shall be secured by the form of this greeked. In this connection, the beneficiary shall have the right in its discrement on complete any improvements muck on scale requires and also sto note such repairs to said property as in its sole discretion it may do to here say, or obviously.

property as in its sole discretion it may detail now as such repairs to said The granton further agrees to coincip, with all laws, or farintees, regulations, coverants, condition, and restrictions affecting said property; to pay all costs, few and expenses of this tract, including the cost of the search, as well as including the solidation, and attorneys few actually incurred, for appear in and defend an action or proceeding purposition to affect the security to trace and expenses, including cost of the bencheavy or trace; and to pay all costs, and expenses, including cost of evidence of tills and attorney to resonable sum to be fixed by the court, in any such action consection in which the bencheavy or trace may appear and in any suit brought by locations to forcelose this deed, and all said sams shall be secured by the trast deed.

The beneficiary will furnish to the granton on written request therefor an annual statement of account but shall not be obligach; 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 eminent domain or condemnation, the beneficiary shall have the right to eminence, prosecute in its own name, appear in or defend any according to the property of the money payable as compensation for such taking, which are in every of the money payable as compensation for such taking, which are in every of the money payable as compensation for such taking, which are in every of the money payable as compensation for such taking, which are in every of the money and property of the property of the property and property paid or incurred by the grantor in such proceedings, shall despense and attorney's fees necessarily paid or incurred by the such proceedings, and the property paid or incurred by the property of the prope

shall be \$5.00.

3. As additional security, granter hereby assigns to heneficiary the permanent of these trusts all reads, issues, royalties and profits of the perty affected by this deed and of any personal reporty located thereon, granter shall default in the payment of any individuals secured hereon, the performance of any agreement hereunder, granter shall have the right leet all such reads, issues, royalties and profits carned prior to default a become due and navable. These any advantages are adopted to default a

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale. truthfulness thereof. Any person, excluding the trustee but including the grantor and the benchelary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustees as follows: (1) To the expenses of the sale including the compensation of the trustee, and a trasonable charge by the attorney having recorded lions subsequent to the interests of the crustees are follows: (1) To the obligation secured by the attorney having recorded lions subsequent to the interests of the trustees in the artists of the trustees and a property of the property of the property of the surplus, if any, to the grantor of the trust deed of the interest and the survey of the interest appear in the interest appear in the interest appear in the survey of the property of the surplus, if any, to the grantor of the trust deed of the interest continued to such appoint a successor to inderest entitled to such surplus and units of the survey of the 5. The grantor shall notify beneficiary in writing of any sale or con-traction of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as a supplied it with such personal information concerning the purchaser as it ordinarily be required of a new loan applicant and shall pay beneficiary typic charge. 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 granter or other person so privileged may be used the entire amount then due under this trust doed and the obligation's secured thereby fineluding costs and express sectually incurred in enforcing the terms of the obligation and crustee's and attractive in enforcing the terms of the obligation and crustee's and attractive in enforcing the terms of the obligation of the principal as would not then be due had no default occurred and thereby cure the default of their be due had no default occurred and thereby cure the default. not then be due had no default occurred and thereby care in the person.

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 saie, the trustee shall seil said property at the time and place fixed by him in said notice of saie, either as a whole or in separate purcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of saile. Trustee may postpone saie of all of any portion of said property by public announcement at such time and place of saile and from time to time thereafter may postpone saie by public an IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

SEAL) (SEAL) STATE OF OREGON County of Klamath ss. $_{1.19}$ 73, before me, the undersigned, a April THIS IS TO CERTIFY that on this 5.20 Notary Public in and for said county and state, personally appeared the within named LOUISE. VOYTKO and ANNIE W. VOYTKO, husband and wife to me personally known to be the identical individual 5 named in and who executed the foregoing instrument and acknowledged to me that 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 numberal seal the day and your last above written Notary Public for Orogon
My commission expires: N. C. (SEAL)" STATE OF OREGON | ss. County of Klamath Loan No. TRUST DEED I certify that the within instrument was received for record on the day of 1973, day of at 11;37 c'clock A M., and recorded in book On page 1000 (DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE Record of Mortgages of said County. Witness my hand and seal of County FIRST FEDERAL SAVINGS & affixed. LOAN ASSOCIATION Beneficiary County Clerk After Recording Return To

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

To: William Ganong, trustee

The undersigned is the logal owner and holder of all indebtedness 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 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 twhich are delivered to you herewith together with said 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 hold 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 hold by you under the same.

First Federal Savings and Loan Association, Beneficiary

By March Lineage C Deputy

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by

DATED:

FIRST FEDERAL SAVINGS

540 Main St.

Klamath Falls, Oregon

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