26033

TRUST DEED

April. THIS TRUST DEED, made this 4th day of STIMLEY D. EGHLINE and DOWN JOY EGHLINE, husband and wife

, as grantor, William Ganony, Gr., 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;

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:

The East half of Lots 16 and 17 of YALTA GARDENS, Flamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Flamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditiments, issues, profits, water rights and other rights, easements or privileges now or hereafter technicing to, derived from or in anyway appearance of the above described premises, and all plumbing, lighting, heating, venniating, an-conditioning, refrequently, and incompared to the above described premises, and all plumbing, lighting, heating, venniating, an-conditioning, refrequently, and investigation of the such as well-toward carpeting and line applicances now or hereafter installed in or used in connection with the disconditional promises, including all interest therein which the granter has or may hereafter acquare, for the purpose of so using portaments of described premises, including all interest therein which the granter has or may hereafter acquare, for the purpose of so using portaments of each agreement of the granter herein contained and the payment of the sum of NOTLOO
(\$20,400.00) Dollars, with interest thereon according to the terms of a promisery note of even date hereafter payment of the payment of the granter regardless in manthly installments of \$140.15.

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 exhenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary 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 beneficiary may eject.

any of said notes or part of any payment on one note and part or another, as the beneficiary may circt.

The granter hereby covenants to and with the trustee and the beneficiary herein that the said premises and prefity conveyed by this trust deed are free and clear of all neumbranes and that the granter will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomesever.

The granter covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against hereof and, when the, all taxes, assessments and other charges levied against or her after constructed on said property free from all encumbrance, bearing property and in good workmanlike manner on the after constructed on said property which may be damaged destroyed and pay, when due, all costs incurred therefor; to allow the same of the date construction is hereafter one banding or improvement on said property which may be damaged destroyed and pay, when due, all costs incurred therefor; to allow a summer of the date construction; to epiace any work or materials unsatisfactory to beneficiary within fifth electron after writer hotics from hemeficiary of the property and premises; to keep all buildings and improvements mow fraction of remost premises; to keep all buildings and improvements mow from the advented of the property in good repair and to commerce of such premises; to keep all buildings, property and improvements mow from the date of said premises; to keep all buildings, property and improvements mow from the action of said premises; to keep all buildings, property and improvements mow from the date of said premises; to keep all buildings, property and improvements mow for hereafter erected on said premises continuously made in the tot time require, in a sum not less than the original policy of insurance is not seen the buildings and improvements and improvement of the buildings, property and improvements and p

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agree to pay to the beneficiary, together with and in addition to the monthly and interest payable under the terms of the property and anomal equal to one-twelfth (7/21b) of the monthly appreciated bereby, an anomal equal to one-twelfth (7/21b) of the monthly appreciated in the charges due and payable with respect to find property within each succeeding twelve months, and also one-thirty within each succeeding twelve months, and also one-thirty within each succeeding the property of the insurance premiums and payable with respect to said property within each succeeding three years while this trust deed remains in document of the principal of the loan until required for the several purpose to be refer and shall thereupon be charged to the principal of the principal

may at its option add the amount of such deficit to the principal of the obligation control beiety.

Should the granter fail to keep any of the foregoing covenants, then the tereforacy may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note shall be repayable by the granter on demand and shall be secured by the granter on demand and shall be secured by the first state of this tomection, the hencificary shall have not properly as in its sole discribed at may dean recessary or obvious.

The granter further agrees to comply with all low, orderance, regulation, covenants, conditions and restrictions affecting shall be properly as the state of the condition of the true of the condition of the condition of the condition with or menforcing this obligation, and trustee the research although the condition with errors and restriction of the foreign of the condition with commentary to affect the score by the red of the first condition with or menforcing this obligation, and trustee and proportion to affect the score by the red of the first condition with contents of the first condition of the born factory of trustee; and to pay affects and expenses of fixed by the court, in any such action or proceeding the born feriary or trustee may appear and in any suit brought by the dead.

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 the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own manappear in or defend any action or proceedings, or to make any companion or settlement in connection with such taking and, if it is celects, to require that all or any portion of the roomy's payable as compensation for such takinges and attorney's fees necessarily paid or incurred by the grantor in management and attorney's fees necessarily paid or incurred by the grantor in proceedings, shall be paid to the beneficiary and applied by it first open many reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the ladance applied upon the indolutedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be pressary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time unon written request of the beneficiary

shall be \$5.00.

3. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any included property located thereon. Until the payment of any indebtedness secured hereby or in the performance of any agreement extender, granter shall have the right to collect all such rents, issues, royaltes and profits carned prior to default as they become due and payable. The property of the p

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 sale, the trustee shall sell said property at the me and place fixed by him in said notice of sale, either as a whole or in separate placeles, and in such order as he may determine, at public auction to the histories hidder for cash, in lawful money of the time of saids and property by about any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public ansatz

the hearficiary, may purchase at the saic.

g. When the Trustee sells pursuant to the powers provided here
to shall apply the proceeds of the trustee's sale as follows
expenses of the sale including the compensation of the trustee,
capable charge by the attorney. (2) To the obligation secured
a deed. (3) To all persons having recorded here subsequent
rosts of the trustee in the rust deed as their interests appear
rosts of the trustee in the surplus, if any, to the grantor of th
or of their priority. (4) The surplus, if any, to the grantor of th
of the baseline of the surplus of the su

deed or to his successor in interest entitled to such surplus

10. For any reason permitted by law, the beneficiary may free time appoint a successor or successor. It is not trustee appointed berounder. I pon such appointment and veyance to the successor trustee appointment and veyance to the successor the latter shall be vested with all different conferred upoffus trustee herein named or appointed her such appointment and mostifution shall be made by written instrum by the hendriciary, outsing reference to this trust deed and record, which, whe rewrited in the office of the county clerk or recorded in the office of the county clerk or recorded in the office of the county clerk or recorded in the office of the county clerk or recorded in the office of the county clerk or re-

proper appointment of the success trusted. Shall be conclusive proof of the success trusted. It Trustee accepts this trust with this dead, they executed and acknowled is made a public record, as proven by law. The trustee is not obligated another with another party hereto of pending sale under an other deed of trust or of party and as action of proceeding in which the granter, including or trustee shall be a party and as such action or proceeding is brought by the trustee. For their berry, legaters devices, administrators, executors, successors and assigns. The term "beneficiary barrier, beneficiary bearing the body of the latter of the fact of the latter of the proceeding the proceeding product in the constraint the context of regards, the context of regards the plants.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

(SEAL)

STATE OF OREGON ss. County of Klamath

April

 $_{19}$ -73. Fetore me, the undersigned α

Notary Public in and for said county and state, personally appeared the within named STANLEY D. EGELINE and DONNA JOY EGELINE, husband and wife to me paraonally known to be the identical individual S 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 starial seal the day and year last above written

Qualof V. Notary Public for Oregon My commission expires:

SEAL)

Loan No.

TRUST DEED

TO

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

FIRST FEDERAL SAVINGS

549 Main St. 2743 4 6 3 A

Klamath Falls, Oregon

STATE OF OREGON | County of Klamath

I certify that the within instrument was received for record on the 5th day of a 11;56 o'clock A M., and recorded in book 15 73 on page 4005 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

REQUEST FOR FULL RECONVEYANCE

(DON'T USE THIS SPACE: RESERVED

FOR RECORDING ABEL IN COUN

USED.1

To be used only when obligations have been paid.

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 herewith together with said pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hereby 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 same.

First Federal Savings and Loan Association, Beneficiary

DATED: