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TA-28-4401

Vol. ²² 73 Page 4047

TRUST DEED

April 1973, between

THIS TRUST DEED, made this 5th day of SEPTEMBER 1961, between IR and LYN

S TRUST DEED, made this 5th day of April, 1911, by and between
WILL E. BRYSON, JR. and LYND A. BRYSON, husband and wife,
as grantor, William Ganong,
County of Clatsop, State of Oregon, a corporation,
as grantee.

THIS TRUST DEED, made this 5th day of _____, 19____, by and between
WILL E. BRYSON, JR. and LYNDA E. BRYSON, husband and wife, as grantor, William Ganong, _____, 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:

WITNESSETH:

_____ to trust, with power of sale, the

WITNESSETH:

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 17 OLD ORCHARD MANOR 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, 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 the covenants herein contained and the payment of the sum of TEN THOUSAND EIGHT HUNDRED AND NO/100 dollars, to wit: \$ 75.55 (Seventy Five and 55/100) Dollars, by promissory note of even date herewith, payable to the order of the undersigned, with interest at the rate of 10 percent per annum, commencing on the day of the date hereof.

apparatus, equipment, furniture, fixtures, inventory, stock, tools, machinery, vehicles, real estate, leasehold interests, patents, trademarks, copyrights, and other personal or real property owned by the grantor, whether or not such assets are specifically described herein, shall be deemed to be included in the collateral.

TEN THOUSAND EIGHT HUNDRED AND NO/100

each agreement of the grantor herein contained and the payment of the sum of \$75.55 note of even date herewith, payable to the beneficiary or order made by the grantor, principal and interest being payable in monthly installments of \$75.55 commencing May 10, 1973.

(S10,800.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order made by the grantor, principal and interest being payable in monthly installments of \$75.55 commencing May 10, 1973.

In default, any balance remaining in the reserve account shall be credited to the reserve account for taxes, assessments, insurance premiums, and other charges due for the payment of the promissory charge.

to beneficiary or order and made May 10, 1972 such additional money.
This trust deed shall further secure the beneficiary to the grantor or others
if any, as may be loaned hereafter by the beneficiary, as may be evidenced by a
having an interest in the beneficiary may credit payments received by it upon
note or notes. If the beneficiary may credit payments received by it upon
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,
if the beneficiary may elect.

more than the sum of the principal and interest on any said notes or part of any payments made by the beneficiary 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 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.

[illegible][illegible][illegible]

any balance remaining in the reserve account shall be credited to the default, any balance remaining in the reserve account for taxes, assessments, insurance premiums and interest. If the reserve account is not sufficient at any time for the payment of such charges, the grantor shall pay the deficiency to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at his option add the amount of such deficit to the principal of the loan secured hereby.

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 therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand, and shall be secured by the interest in this trust deed. In the event the beneficiary shall have any doubt as to the propriety of making any loan or advances to the grantor, the beneficiary shall have the right to make such repairs to said premises as it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, expenses and expenses of this trust including the attorney's fees actually incurred; and the other costs and expenses of the trustee incurred for the purpose of effecting the discharge of his obligation, and trustee's for proceeding purporting to affect the security in enforcing the obligation, and defend any action or proceeding brought by the beneficiary or trustee; to appear in and defend any action or proceeding brought by the beneficiary or trustee in a court of law or equity; to pay all costs and expenses, including the attorney's fees in any action or proceeding in which the beneficiary or trustee may appear in any suit brought by the beneficiary to enforce this deed, and all said sums shall be secured by this 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:

[illegible][illegible][illegible]

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 policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to 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 on a form supplied it with such personal information concerning the purchaser 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 or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees shall fix 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 privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 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 said notice of default and giving of said notice of sale, the trustee shall sell said 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, at public auction to the highest bidder for cash, in lawful money of the United States, 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 of sale and from time to time thereafter may postpone the sale by public announcement.

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 of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this 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. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not 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, inures to the benefit of, and binds all parties hereto, their heirs, legatees 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 and whenever the context so requires, the masculine 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.

Will E Bryson Jr (SEAL)

Lynda E Bryson (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 5th day of April, 1973, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named

WILL E. BRYSON, JR. and LYNDIA E. BRYSON, husband and wife

to me personally known to be the identical individuals 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 official seal the day and year last above written.

STATE OF OREGON
PUBLIC
(SEAL)

Sherald V. Brown
Notary Public for Oregon
My commission expires: 11-12-74

Loan No. _____

TRUST DEED

TO
GRANTOR
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
BENEFICIARY

After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St.
Klamath Falls, Oregon
2943 56th St.

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

FEE \$ 4.00

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 6th day of APRIL, 1973, at 11:31 o'clock AM., and recorded in book M-73 on page 1017. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
County Clerk

By *Hazel & Hazel* Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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 evidences 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 same.

First Federal Savings and Loan Association, Beneficiary

by _____

DATED: _____, 19____