	A+0140236 TA 28-5177 Vol. 73 Page 7828	
	77993 TRUST DEED	
	THIS TRUST DEED, made this 19th day of June, 1973, between RONNIE THEODORE HOPSON and PATRICIA MARY HOPSON, 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: 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 14 in Block 1, BRYANT TRACTS #2, Klamath County, $\Delta = 0$ 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 apper- taining 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, ventilan blinds, floor covering in place such as wall-to-wall carpeting and irrigation lawn before and builting range dishwarkers and other builting polyages prove or bereafter installed in at used in conscions with a dove	
	described premises, including all interest therein which the granter has or may hereafter accuire, for the purpose of securing performance of each agreement of the granter herein contained and the payment of the sum of <u>THIRTEEN THOUSAND FIVE HUNDRED</u> (\$ 13,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the heneficiary or order and made by the granter, principal and interest being payable in monthly installments of \$ 96.75 commencing UULY 1.5 /	
	This trust deed shall further accure the payment of such additional money, if any, as may be jouned hereafter by the beneficiary to the granitor or others before the device decribed processity as prove the granitor and the second the decribed as a second the device decribed areas and charges	
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	free and clear of all encumbrances and that the grantor will and his helrs. 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 thereto and, when due, all taxes, assessments and other charges levied against thereto and, when due, all taxes, assessments and other charges levied against	
	said property: to keep said property free from all encumberances having pre- codence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanikme manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all sets in construction; to allow beneficiary to impervent said property and in good workmanikmi conting the secur- costs in neuror; therefor; to allow beneficiary to impervent and pay, when due, all to appear in and defend any action or proceeding purporting to affect the secur- tion to appear in and defend any action or proceeding purporting to affect the secur- tion to appear in and defend any action or proceeding purporting to affect the secur- tion to appear in and defend any action or proceeding purporting to affect the secur-	
	best interfect interently to introve beneficiary of interest of the transfer o	
	how or nerestrier erection on said premises continuously instruct against loss in the beneficiary with turnish to the grantor on written request therefor an by fire or such other hazards as the beneficiary with the turnish to the shligated or required to furnish any further statements of account. Secured by this trust deed, in a company acceptable to the beneficiary with turnish to the shligated or required to furnish secured by this trust deed, in a company acceptable to the beneficiary and to deliver the original policy of insurance in correct form and with the insurance in the statement of th	
	shall poincy of insurance for the benefit of the be	
	In order to provide regularly for the prompt payment of soil targe, assess- inents or other charges and manunce premiums, the grantor agrees to pay to and applied by it first upon any reasonable costs and expenses and attorney's the beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secure principal and interest payable under the terms of the note or obligation secure the principal and interest payable under the terms of the note or obligation secure principal and interest payable under the terms of the note or obligation secure the principal and interest payable under the terms of the note or obligation secure the principal and payable with reasons of the note or obligation secures, at its own expense, to take such actions and execute such instruments as shall to the principal negable with reasons of the note within each successary in obtaining such compensation, promptly upon the beneficiary's at the principal negable with reasons of the note of the principal comparison of the note paid of the target. The principal negable with reasons of the note of the principal comparison of the part of the principal of the target of the target as shall at its own expense, to take such compensation, promptly upon the beneficiary's obtaining such compensation, promptly upon the such compensation principal complexity and the grant of the principal compensation and the principal complexity is the principal complexity of the target of the principal compensation of the principal complexity of the target of the principal complexity is the principal complexity of the target of the principa	
	ing twelve months, and also one-thirty-sith (1/581kh) of the insurance premiums payable with respect to sold property within each succeeding three years while the trust deed remains in effect, as estimated and directed by the beneficiary, such uses the principal of the joint and in the principal of the joint of the insurance in the principal of the optimized and the note for en- sortium of the principal of the joint in the sums so paid shall be paid shall be payable to the instruct on the indepicted state in the joint of the sums as a reserve account, without interest, to pay said the bineficiary in trust as a reserve account, without interest, to pay said the principal of the sums so paid shall be they shall be payable to the principal of the state in the sub- term of the sums so paid shall be they shall be payable to the principal of the state in the sub- interest trave assessments or other charges whon they shall be pay said and the principal of the state without interest. The state is pay said and the principal of the state is pay said in the state is pay said and the principal of the state is pay said shall be pay said the principal pay said shall be pay said in the state is pay said in the pay shall pay said in the state is pay said in the state is pay said in the pay said in the state is pay said in the state is pay said in the pay said in the pay said in the pay said in the state is pay said in the pay said in the pay said in the pay said in the state is pay said in the pa	
	while the grantor is to pay any and all taxes, assessments and other charges leyied or assessed against sail property, or any part thereof, hefore the grant beels to hear latterst and also in any perturbation of any matters or facts shall be conclusive proof of the the services in this paragraph	
	polledes upon said property, such payments are to be made through the bene- liclary, as a foresaid. The granic hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts assessments or other charges, and to pay the insurance premiums in the amounts and on the statements aubmitted by the performance of any same to fany indebtedness secured hereby or in insurance premiums in the amounts and on the statements aubmitted by the performance of any same and the reget the right to sol-	
	the insurance corritors or their representatives, and to charge said sums to the principal of the ioan or to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible 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 hereby is authorized, in the event of a apply any loss, to compromise and settle with any insurance company and to apply any is the policytic and the big failure authorized. In the event of a apply any loss, to compromise and settle with any insurance company and to apply any is and herebilized apply the poligitions secured by this trut deet. In the same less coits and appeals ones and apply the rents, issues and profits, including these past due and unpaid, and apply and the big the big failure to apply any is any fail the same less coits and expression any cast the anne less coits and expression any and the same less coits and expression and profits in the same less coits and expression any and the same less coits and expression and apply the strut deet. In the same less coits and expression and same less coits and expression and apply any the strut deet. In the same less coits and expression and apply any the strut deet. In the same less coits and expression and apply apply any the strut deet. In the same less coits and expression and apply apply apply any the strut deet. In the same less coits and expression and apply ap	
	such insurance receipts upon the obligations secured by this trust deed. In the same, less costs and expenses of operation and collection, including reason- computing the amount of the indebtedness for payment and satisfication in an indebtedness for payment and satisfication in an indebtedness secured hereby, and in such order full or upon sale or other acquisition of the property by the beneficiary after as the beneficiary may determine.	
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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 polletes or compensation or reasons thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.	nouncen dellver perty s recitals truthful and the
5. The grantor shall notify beneficiary in writing of any sale or con- tract for sale of the above described property and furnish beneficiary on a	9. trustee

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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 heneficiary may declare all sums secured hereby in-und electronic payments by delivery to the trustee of written notice of default und electronic payments of the secure of the secure shall cause to be duly filed for record. Upon delivery of an interview of the secure the beneficiary shall deposit with the trustee the state and all on the selly 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.

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DATED:

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 he due had no default occurred and thereby cure the default.

8. After the lapse of such the as may then be required by law following the recordation of said notice of default and giving of said notice of said notice of default and giving of said notice of said, the truete shall sell said property at the time and place fixed by him is raid notice of saile, either as a whole or in separate parcels, and in such order as he may deremine, at public auction to the highest bidder for cash, in lawid monger of the United States, payable at the time of saile. Trustee may postpone sale of all or saile and from time to time thereafter may postpone the sale by public and the same bidder of sale and from time to time thereafter may postpone the sale by public and the same bidder of sale and from time to time thereafter may postpone the sale by public and the same bidder of sale and from time to time thereafter may postpone the sale by public and the same bidder of the same bidder of

ment at the time fixed by the precoding postponement. The trustee shall to the purchaser his deel in form as required by law, conveying the pro-so sold, but without any covenat or warranty, sprreas or limpled. The i in the deed of any matters or facts shall be conclusive proof of the liness thereof. Any person, excluding the trustee but including the grantor be beneficiary, may purchase at the sale.

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and the benericary, may purchase at the sale. 9. When the Trustee sells are the sale of the spowers provided herein, the trustee shall apply the proceeds of the crustees sale as follows: (1) To the expenses of the sel including the crustees sale as follows: (1) To the expenses of the sel including the crustees sale as follows: (1) To the expenses of the self including the crustees and the state of the trust deed. (3) Fo all persons having recorded lions 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 is an excessor of an excessor is a successor in the successor trustee appoint a successor trustee, the latter sinil 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 excented by the beneficiary. Containing reference to this trust deed and its place of the county scatching the 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 acknow-ed is made a public record, as provided by law. The trustee is not obligated totify any party hereto of pending sale under any other deed of trust or of action or proceeding in which the grantor, beneficiary or trustee shall be a y unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and black all parties, hereto, their heirs, legances devises, administrators, executors, successor and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a heneficiary herein. In construing this deed and whenever the context so requires, the mas-cullar gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

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

Cannie Sheadow Hogeneryseal) Patricia Montplopson .(SEAL)

STATE OF OREGON 85. County of Klamath

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19 th THIS IS TO CERTIFY that on this... June ...day of..

Notary Public in and for said county and state, personally appeared the within named RONNIE THEODORE HOPSON and PATRICIA MARY HOPSON, husband and wife to me personally known to be the identical individual. named in and who executed the foregoing instrument and acknowledged to me that they executed the second purposes therein expressed. IN TESTIMONY WHEREOF. Phave hereunto set my hand and affixed my notarial seal the day and year last above written

SEAL)	Notary Public for My commission ex	res AReser Oregon June 7, 1975
Locin No.		STATE OF OREGON } ss.
Grantor TO FIRST FEDERAL SAVINGS &	(DON'T USE THIS Space: Reserved For Recording Ladel in Coun- Ties Where Used.)	I certify that the within instrument was received for record on the21. day of _June

Witness my hand and seal of County affixed.

WM. MILNE D. County Clerk

By Ffra

REQUEST FOR FULL RECONVEYANCE

FEE \$ 4.00

To be used only when obligations have been paid.

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TO: William Ganong.... .., Trustee

LOAN ASSOCIATION

FIRST FEDERAL SAVINGS

540-Main St. Klamath Falls, Oregon

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the owner of the state

After Recording Return To:

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 puid 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

First Federal Savings and Loan Association, Beneficiary