Vol. 73 Page 10576 0140768 28-5522 80041 TRUST DEED August 1973 between THIS TRUST DEED, made this 9th day of ROBERT E. FOELLER and THERESA A. FOELLER, husband and wife 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 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 4 in Block 4 THIRD ADDITION TO VALLEY VIEW, Klamath County, Oregon. Ξ Ξ .**:**S. \equiv 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 a note or notes. If the indebtedness accured by this trust deed is evidenced by a note or note, if the indebtedness accured by this practice of the property of the prope note or notes. It the indecederary may credit payments received by it upon more than one note, the beneficiary may credit payment or note and part on another, as the beneficiary may cleet.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and that the grantor will not all the said that the grantor will not all the security and that the grantor will not his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor 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 present of the said property to the said premises within six months from the promptly and in good workmanike manner within six months from the promptly and in good workmanike manner and the said property at all costs in the said property which may be damaged fictory to inspect said property at all times during construction days after written notice from beneficiary of such beneficiary within any such as the property of the said premises who was the property and to make the said premises and the property may be defended to the said property at all times during construction days after written notice from beneficiary of such fact, not of the said premises; to keep all buildings and improvements now or hereafter erected on said premises; to keep all buildings, property may be premised to the premiser of the property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair and to commit owners are property in good repair obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the heneficiary may at its option carry out the same, and all its exponditures therefor shall draw interest at the rate specified in the note, shall be engagable by the grantor on demand and shall be secured by the lieu of the state shall be the control of the note. The heneficiary shall have the right in list secretion to complete any improvements made on said premises and also the such repairs to sold approperty as in its sole discretion 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, fees and expenses of the trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing that defend any action or proceeding purporting to affect the security performed expenses, including cost of evidence of title and attorney's fees in the consonable sum to be fixed by the court, in any such action or proceeding head attended to proceed this deed, and all said sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on written request therefor an action. obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition the monthly payments of principal and interest payabo under the terms of the note or obligation secured hereby, an amount equal or the charges are and payable with respect to said property within each succeeding twelve months, and no and property within each succeeding twith respect to said property within each succeeding three years while payable with respect to said property within each succeeding three years while such sums to recedited to the principal of the loans until required for the several purposes thereof and shall thereupon be charged to the principal of the loan; or, and the option of the beneficiary, the sums so paid shall be held by the heneficiary in trust as a reserve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable. premiums, taxes, assessments or other charges when they shall become due 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 pay premiums out illustrance policies upon said property, such payments are to be made throughout the payments are to be made throughout the payment and satisfaction in full or upon sale or other acquisition of the property by the beneficiary after shall be \$5.00.

3. As additional security, grantor hereby assigns to heneficiary during the continuance of these trusts all rents, issues, royalities and profits of the property affected by this deed and of any personal property location hereby or in grantor shall default in the payment of any indebter that have the right to collect all such rents, issues, royalities and profits and have the right to collect all such rents, issues, royalities and profits and the performance of any agreement hereunder, that have the right to collect all such rents, issues, royalities and the grantor hereunder, the bone-ficiary may at any time with court, and without regard to the adequacy of any elevent to he appointed tedences hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine. TARREST TO THE REST

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and the beneficiary, may purchase at the sais.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's and as follows: (1) To the expenses of the sale including the compensation of the trustee, and a recombine charge by the trust deed. (2) To the obligation secured by the trust deed. (3) the properties of the provider of the provid deed or to his successor in interest entries to such assignation.

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, so an uch appointment and without consuccessor trustee appointed hereunder, such appointment and substitution and duties conferred upon any certain the trust dead with all title, power and duties conferred upon any certain the made by written instrument executes by the heneficiary, containing reference to this trust deed and its place of record, which, when redded in the office of the county clerk or recorder of the county or countles in which the property is situated, shall be conclusive proof or 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. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above STATE OF OREGON } County of Klamath 73 before me, the undersigned, a August THIS IS TO CERTIFY that on this ... Notary Public in and for said county and state, personally appeared the within named ROBERT E. FOELLER and THERESA A. FOELLER, husband and wife to me personally known to be the identical individual S named in and who executed the foregoing ins 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 notarial see the (SEAL) 10 Loan No. STATE OF OREGON) ss. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 10 day of August 19 73 at 11:06 o'clock a M., and recorded in book M-73 on page 10576 (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) Record of Mortgages of said County. Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Wm. D. Milne After Recording Return To: FIRST FEDERAL SAVINGS County Clerk 540 Main St. Klamath Falls, Oregon fee 4.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or ve 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 recent to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said reuent to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said reuent to statute, to cancel all evidences of indebtedness secured by the terms of said trust deed the estate now held by you under the st 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

