## Vol. 23 Page 10779 A-23+44 01-09391 80194 TRUST DEED

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19 73 between THIS TRUST DEED, made this 30thay of July CHARLES H. SELLECK AND VIRGINIA SELLECK, husband and wife,

In

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:

## The following described real property situated in Klamath County, Oregon:

Lot 1 WINEMA GARDENS, according to the official plat thereof on file in the records of Klamath County, Oregon.

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

as the benchickery 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 this heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

exceptions 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 hereof and, when due, all taxes, assessments and other charges leviced against independent of the start of the same start of the same start of the said property; to keep and to complete all buildings in course of construction or hereafter construction is hereafter commenced; to repair and restore paid property which may be damaged or destroyed and paid and restore the said property which may be damaged or destroyed and paid and restore thereof or the trust of the same start or the same start or hereafter construction; to replace any work of the same start of the thereof or the in good workmanike manner any building or lawform due, all costs incurred therefor; to allow beneficiary to import alls unastificatory to heneficiary within filteen days all ye utildings and improvements now of hereafter constructed on said premises; to keep all buildings, property and improvements now or destroy and the same start or the same start of the same start or waste of an erected on a said premises; continuously insured against in a sum ont less than the original principal sum of the same start is and to deliver the original policy of the beneficiary at the distant ifteen days aprior to the principal policy of any such policy of insurance. If said policy of insurance for the beneficiary way from timate and with premium paid, to the principal policy of the beneficiary at the dam with steretion obtain immune for the beneficiary may from timate. If was and instrument is not to be not the principal policy of the beneficiary at the dam with premium paid. To the principal policy of the beneficiary the same and with steretion obtain immune for the beneficiary the indenticary the same and with premium paid. To the principal policy of the beneficiary the the dimenters. The same the same manne for the beneficiary the indenticary the policy thus s

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together wills under the terms of the note or obligation secured bereby, an amount equasyable with respect to said property within each succeed in the straight of the security within each succeeding three years while payable will be provided in the principal of the taxes, assess-ments or the security of the security of the taxes, assess-ting twelve montagenet to said property within each succeed in the straight of the security of the taxes, assessments and the straight of the security of the succeeding three years while apyable will be credited to the principal of the loan until a principal of the second purposes thereof and shall thereupon be charged to add shall be held by the rest the option of the beneficiary, the sums so paid shall be held by premiums, taxes, assessments or other charges when they shall become due and payable.

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

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gation secured hereby. Should the grantor fail to keep any of the foregoing covenants, efficiary may at its option carry out the same, and all its expenditure shall draw interest at the rate specified in the note, shall be repa reantor on demand and shall be secured by the lien of this trust connection, the beneficiary shall have the right in its discretion to improvements made on said premises and also to make such repair improvements in sole discretion it may deem necessary or advisability

property as in its sole discretion it may decin 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 expenses of the trustee incurred in connection with a the other this trust, including the cost of tile search, as well as its appendix this funct, including the cost of tile search, as well as its appendix the second expenses of the trustee incurred in connection with a on in enforcing this definition or porceeding purporting to affect the period its and expenses, including cost of evidence of tile and attorney fees at and reasonable sum to be fixed by the court, in any such action bronged fees in reasonable sum to be fixed by the court, in any such action bronged to by relicity to foreclose 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 al statement of account but shall not be obligated or required to furnish further statements of account.

It is mutually agreed that:

It is mutually agreed that: 1. In the event that any potion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, presection is so we name, appear in or defend any ac-tion or proceedings, or to mote, y compromise or settlement in connection with such taking and, if it is to for such taking, which are in excess of the amount re-guired to pay all regenator in such proceedings, shall be paid to the beneficiary and applied in incurred by the beneficiary in such proceedings, and the balance applied upon the indubtedness secured hereby; and the grantor as the its own expense. In taking which active is even instruments a shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for eancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat by the indebtedness, the trustee may (a) any easement or creating and restriction the lien or charge hereof; (d) reconvey, without warranty, all or any part of the intervent, (c) join in any subordination or other agreement affecting this dot the property. The grantee in any reconvey, without warranty, all or any part of the services shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the services in this paragraph shall be \$5.00.

and he \$5.00. A additional security, grantor hereby assigns to heneficiary during the continuance of these trusts all rents, issues, royatiles and profits of the pro-perty affected by this deed and of any personal property infered by the deviation of any personal property affected by this deed and of any personal property affected by this deed and of any personal property affected by this deed and of any personal property affected by this deed and of any personal property affected by this deed and of any personal property affected by this performance of any security for any factorial becaute the right to col-lect all such rents, issues, royatiles actually by the grantor hereunder, the bene-ficiary may at any this by a court, and without regard to the adequacy of any security for is any part thereoid, in this own name sue for or otherwasesion of the ame, issue outs and profits, including those past due can, including reason-able attroney's fees, upon any includent as secured hereby, and in such order as the beneficiary may determine.

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5. The grantor shall notify beneficiary in tract for sale of the above described property form supplied it with such personal information would ordinarily be required of a new loan applie a service charge.

a service charge. 6. Time is of the essence of this instrument and upon default by the grantor in payment of any indubtedness secured hereby or in performance of any mathematical provides the secure of the secure of the secure of the secure mediately due and payhelb by delivery to the trastee of written notice of default and election to sell the trust property. Windice of default and election to and election to sell the trust property, with a lot of the secure of the duly filled for record. Upon delivery of saids et his trust deed and all promisorly the backfelary shall deposit with the trusters secured hereby, ware upon the notice shall fix the time and place of said and give notice thereof as then required by law.

required by law. 7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sait, the granter or other person as privileged may purche entire mount then due under this trust deed and the obligation secured thereby (including costs and expenses actually incurred the obligations terms of the obligation are reusee's and attorney's fees in enforcing the terms of the obligation and the privilegin as would 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.

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 recordation of said notice of default and giving of said notice of said, the transfer shall soil said property at the inparceds, and in such order as a pair, either as a whole or in separate prior of said or other as the order as the public such to the time of said. Trustee may postpone said place of said from the time of said announcement at such time and place of said from time to time thereafter may postpone the said public an-

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nouncement at the time fixed by the preceding postponement. The truste shall deliver to the purchaser his deed in form as required by law, conveying the pro-perty so soid, but without any covenant or warranty, expressive proof of the recitals in the deed of person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

the beneficiary, may purchase at the sair. 9. When the Trustee sells pursuant to the powers provided herein, the extension of the sair encluding the trustee's sale as follows: (1) To extension of the sair encluding the compensation of the trustee by the souther control of the sair encluding the compensation of the trustee by the state of the sair encluding the compensation of the trustee by the rests of the trustee in true surplus, if any, to the granter of the trust of the interest encludence the trust encludence by the trust of the interest encludence the trust encludence by the trust of the interest encludence the trust encludence by the trust of the interest encludence by the hereitlery may from time to the trust encludence by the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery may from time to the trust encludence by the hereitlery trust encludence by the hereitlery trust trust encludence by the hereitlery trust encludence by therei

deed or to his successor in interest cultited 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 of the successor trustee, the interest herein and without con-successor of the successor trustee, the interest herein or appointed hereinfor busices and outse conferred upon any trustee handed or appointed hereinfor busices and outse conferred upon any trustee interest herein the vesteed with all title, powers and outse conferred upon any trustee interest hereinfor busices and outse conferred upon any trustee interest hereinfor busices by the beneficiary, containing the office of the county cirk or forder of the record, which, when records the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

county or counties in which the successor trustee. 11. Trustee accepts this trust when this dead, duly exceuted and acknow-12. Trustee accepts this trust when this dead, duly exceuted and acknow-13. Trustee accepts this trust when this dead, duly exceuted and acknow-14. Trustee accepts this trust when this dead, only exceuted and acknow-15. The second accepts of the second se

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Charles X Solleck (SEAL)

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STATE OF OREGON 85-County of Kinneth ) 53. THIS IS TO CERTIFY that on this.

lleck (SEAL) August 19 73 before me, the undersigned.

affixed.

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Wm.`D Milne

County Clork

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Notary Public in and for said county and state, personally appeared the within named CHARLES H. SELLECK AND VIRGINIA SELLECK, husband and wife, cal individuaS.... named in and who executed the foregoing instrument and acknowledged to me to me personally known to be the identical individuals... named in and who executed the forego. they executed the same freely and voluntarily for the uses and purposes therein expressed.

N TESTIMONY, WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year, last above Caucle Makerson Notary Public for Oregon 11 - 7 - 7.5

SEAD IIII CI OV STATE OF OREGON } ss. Löàn No. TRUST DEED (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN TIES WHERE Witness my hand and seal of County Granto TO USED.)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Xlamath Falls, Oregon

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebledness secured by the foregoing trust deed. All sums secured by said trust deed ve bes: fully paid and satisfied. You hereby are diracted, on payment to you of any sums owing to you under the terms of said trust deed resuant -s statute, to cancel all evidences of indebledness secured by said trust deed (which are delivered to you herewith together with said still deed in a statute, to cancel all evidences of indebledness secured by said trust deed (which are delivered to you herewith together with said states, and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the TO: William Ganong. have bee pur trus son

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DATED:	P.	 19		an An An An An

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