

TRUST DEED

THIS TRUST DEED, made this 24th day of August, 1973, between
FLOYD E. BRIDGWATER, JR. and BARBARA A. BRIDGWATER, husband and wife
as grantor, William Ganong, Jr., as trustee, and

FLOYD E. BRIDGWATER, JR. and BARBARA A. BRIDGWATER, _____, as grantor, William Ganong, Jr. _____, 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:

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 1 in Block 5 of FIRST ADDITION TO KELENE GARDENS,
Klamath County, Oregon.

NINETEEN THOUSAND EIGHT HUNDRED AND NO/100

each agreement of the grantor herein contained and the payment of the sum of NINETEEN THOUSAND EIGHT HUNDRED
FIFTY AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the
 (\$ 19,850.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the
 beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$ 149.50 commencing
 on the 1st day of January 1973 and continuing in the reserve account shall be credited to the

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 secured by this trust deed is evidenced by one or more than one note, the beneficiary may credit payments received from the grantor upon any said notes or part of any payment on one note and part on another until 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]

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 any and all additions to the monthly payments of principal and interest thereon under the terms of the note or obligation secured by this deed, an amount equal to one-twelfth (1/12th) of the sum of the taxes, assessments and other charges due and payable with respect to said property within each succeeding twelve months, and also one thirty-sixth (1/36th) of the insurance premium payable with respect to said property within each succeeding three years, the said taxes, assessments and other charges and insurance premiums shall be paid by the beneficiary, provided that trust deed remains in effect, as estimated and disclosed by the beneficiary, and such sums to be credited to the principal of the loan until required for the several purposes hereinbefore stated, and shall thereupon be charged to the beneficiary, and the beneficiary shall have the option to be held by the beneficiary in trust as a loan on account, without interest, to pay said taxes, assessments and other charges when they shall become due, and the beneficiary in trust as a loan on account, without interest, to pay said taxes, assessments and other charges when they shall become due.

[illegible]

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 or they become due, 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 loan. In witness whereof, the grantor has hereunto signed hereto.

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 the beneficiary shall be secured by the lien of this trust. Should the grantor on demand the beneficiary shall have the right in its discretion to complete this connection, and the beneficiary shall have the right to make such repairs to said improvements made on said premises and also in any other improvements to said premises only as in its sole discretion it may deem necessary or advisable.

[illegible]

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.

[illegible]

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property comprised in this deed and of any other property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to receive all such rents, issues, royalties and profits earned or to default as they become due and payable. In the event of default by the grantor hereunder, the beneficiary shall be entitled to receive the same without notice, either in person, by agent or by attorney-in-fact, and without the necessity of entering upon and take possession of the property for the indebtedness secured hereby, in its own name sue for or otherwise enforce the same, and collect, receive and apply the same to the payment of the rents, issues and profits, including reasonable attorney's fees, and costs and expenses of the indebtedness secured hereby, and in such order 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 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 trustee 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.

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

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 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 assignee, 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.

Harold E. Bridgewater (SEAL)
Barbara A. Bridgewater (SEAL)

STATE OF OREGON }
County of Klamath }

ss.

August

1973

THIS IS TO CERTIFY that on this 24th day of August, 1973, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named FLOYD E. BRIDGWATER, JR. and BARBARA A. BRIDGWATER, 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 notarial seal the day and year last above written.

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

Loan No. _____

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

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

(DON'T USE THIS
SPACE: RESERVED
FOR RECORDING
LABEL IN COUNTIES
WHERE
USED.)

FEE \$ 4.00

STATE OF OREGON }
County of Klamath }

ss.

I certify that the within instrument was received for record on the 27th day of AUGUST, 1973, at 11:30 o'clock A.M., and recorded in book M 73 on page 11535 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

Harold E. Bridgewater
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 _____