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TRUST DEED

1973 between THIS TRUST DEED, made this 15 day of August STEVEN R. GOODING, a single man

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:

Beginning at a point 140 feet in a Northwesterly direction from the Southeasterly corner of Block 54 in Nichols Addition to the City of Klamath Falls, (formerly Linkville, Oregon) at the intersection of Eighth and Jefferson (formerly Bush Street) and on the Northeasterly line of said Block 54; running thence 40 feet in a Northwesterly direction parallel with Eighth Street; thence 120 feet in a Southwesterly direction and parallel with Jefferson Street; thence 40 feet in a Southeasterly direction parallel with Eighth Street; and thence 120 feet in a Northeasterly direction to the point of beginning; being a portion of said Lots 7 and 8 in said Block 54 of Nichols Addition.

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

note of interms to be intermetering any eredit payments received by it by the intermetering and notes or part of any payment on one note and part on another, as the beneficiary may elect. The grantor hereby covennus to and with the trustee and the beneficiary free and clear of all encumbrances marks and the trustee and the beneficiary free and clear of all encumbrances marks and defend his said title thereto encumbrances and property conveyed by this trust deed are free and clear of all encumbrances marks and defend his said title thereto against the channes 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 leviced against cover this trust deed; to complete all buildings in course of what and the prevent of the terms thereof and, when due, all taxes, assessments and other charges leviced against cover this trust deed; to complete all buildings in course of what all cover is a different of the terms thereof or the date construction is hereafter any huilding or improvement on said property which may to allow beneficiary to inspect and provement on said property which may to allow beneficiary to inspect and provement on the to remove or destroyd and pay, when due, all there is a first and there is a said property and in good workmanikes and or prowenets now or hereafter thereafter on said premises; to keep all buildings and improvement on waste of said premises; to keep all buildings pondy marred against how and thereafted and with a premises it to keep all buildings and improvement to a suffer nor such athere in a company or companies acceptable to the beneficiary and the promesting or the beneficiary at marred against is to the intermet or and premises of the beneficiary at the said premises in favor of the beneficiary attended and with approximation and premises in favor of the beneficiary attended and with approximation of the indicary the and premises of the beneficiary attended and with approxima

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 with and in addition to the monthly payments of principal and interesting payable under the terms of the note or obligation secured hereby, an amount could to one-twelfth (1/20th) of the taxes, assessments and other charges dus and also one-thirty-sixth (1/36th) of the insurance premiums payable wide effective as stimulated and directed by the beneficiary, such sums to be credited to the principal of the losar other for the several provide to an the performance of the one sourced ing twelve montheset to said property within each succeeding three years while this trust dieed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the losar outil required for the several provide the option of the beneficiary, the sums so paid shall be ield by the beneficiary in tuxt as a reserve account, without interest, to pay said premiume, taxes, assessments or other charges when they shall become due and payable.

premiums, taxes, assessments or other charges when they diant between the and payable. While the granitor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, hefore policies upon said property, such payments are to be made through the bene-policies upon said property, such payments are to be made through the bene-policies upon said property, such payments are to be made through the bene-policies upon said property, such payments are to be made through the bene-policies upon said property, such payments are to be made through the bene-policies upon said property, such payments are or other charges, and to pay the said property in the amounts as advancents or other charges, and to pay the by the collector of such taxes, assessmorts or other charges said to pay the insurance carriers or their charges levied or imposed against in severe account, if the weather the sums which may be required from principal of the long for the statistished for that purpose. The granitor agrees the reserve account, if the meneticiary newponsible for failure to have any insur-ance written or for any loss or damage growing out of a defect in any fin-ance written or for any loss or damage growing out of a defect in any in-ance written or and sotile with any insurance compary and to apply any loss, to compromite of the indebtdeness for payment and saileston outputing the amount of the property by the heneficiary atter

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 and provide the deficit to the beneficiary upon as they become due, the grannor and provide deficit to the beneficiary upon demand, and if not the grannor shall be deficit to the beneficiary upon at its option and the amount of such deficit to the principal of the obligation secured hereby.

obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the hereficiary may at its option carry out the same, and all its expenditures there-for shall draw interest at the rate specified in the note, shall be repayable by for shall draw interest at the secured by the lies of this trust deed. In this grantor on demand and shall be secured by the lies of this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said prenises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or adviable. The grantor further agrees to comply with all laws, ordinancer, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of tile search as well as the other costs and expenses of the trustee incurred in concernally incurred; in enforcing this obligation, and trustee's and attorney's first on affect the secur-ity person or the rights or powers of the cost of uppear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the cost of uppear in and attorney's fees in a reasonable sum to be fixed by the court, in any such and attorney's fees in a reasonable sum to be fixed by the court, in any such arction or proceeding in which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to forcelose this deed, and all said sums shall be secured by this trust deed.

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The heneficiary 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:

It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right of enhance, domain or condemnation, the heneficiary shall have the right to collings, or to make any compromise or settlement in connection with its of takings and, if it so elects, to require that all or any portion of the munoy's mythic as compensation for such taking, which are in excess of the amount purfed to pay all reasonable costs, expenses and altomys' at a the excert and or incurred by the grantor in such proceedings, shall be pueted any ac-tion taking und, if its upon any reasonable costs, expenses and altomys' at a the excert and and applied by its first upon any reasonable costs, the proceedings, and the balance applied upon the individe at the secure thereit; and the grantor agrees, at its own expense, to taking such compensation, promptiy upon the beneficiary's request. 2. At any time and from time to the

At any time and from time to time upon written request.

At any time and from time to time upon written request of the beneficiary's promptily upon the beneficiary, psyment of its fees and presentation of this deed and the noise for enditability of the presentation of this deed and the noise of still reconveyance, for cancellation), without affecting the conserve to the indebiences, the truther may any map or plat of said property; (b) join in granting any cancement affecting this deed or the like or charge hereof; (d) reconvey, without written to the uniting and restriction thereon; (c) join in any subordination or other average to the the debiences, the truther may any convey, without written to the property. The grantee in any reconvey, without written to a the "person or persons legally entitled thereto" and the recitait thereof. Trustee'r fees for any of the services in this paragraph shall be \$5.00.
A sublitioned security.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary duri-continuance of these trusts all rents, issues, royalites and profits of the perty all security and the deviation of any personal property located thereon. grantleformance of any segments of any personal property located thereon. grantleformance of any segments of any fersonal property located thereon. grantleformance of any segments of any ferson that have the right the and payhole. Upon any default by the grantor based have the right ficiary may at any time without notice, either in person, by security of the indebtedness hereby secured, enter upon and the second of the indebtedness hereby secured, enter upon and the second second and profits, including these passing and profits, including these passing and profits, and without and and uppaid, and the same less onts and expenses of operation and collection, including r as the barolectore, upon any indebtedness secured hereby, and in such as the barolicity my detained.



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secured hereby on default by the may declare all performance of any to the truth of written notice of default to the truth of written notice of default y, which notice truther shall cause to be rust of this truth decd and all promises of sale and give notice thereof as then of sale and give notice thereof as then

a by law. After default and any time prior to five days before the date set Trustee for the Trustee's said, the grantor or other person so and may may the entire amount then due under this trust deed and gations secured thereby (including costs and expenses actually incurred gations accured to the obligation and trustee's and attorney's fees reing the terms of the obligation and trustee's and attorney's needing 350.00 each) other than such participal as would seeding 350.00 each other than such participal the principal as

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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 pre-perty so sold, but without any covenant or warranty, express or imported the rectinals in the deed of any environment of the shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but-including the grantor and the beneficiery, may purchase at the sale.

When the Trustee sells pursuant to the powers provided here shall apply the proceeds of the trustee's sale as follows: (nenses of the sale including the compensation of the trustee, ble charge by the attorney, (2) To the obligation secured 1 teed, (3) To all persons maying recorded lens subsequent is of the trustee in the trust deed as their interests appear if their priority. (4) The surplus, if any, to the grantor of the to his successor interest entitled to such surplus. For any reason population to the surplus, and a by the to the in the

any reason permitted by law, the beneficiary may from increasor or successor to the the appointment appointed hereunder. Upon such appointment increasor trustee, the latter shall be vested wi increasor trustee, the latter shall be used or appoint red upon any trustee herein made by written h t and substitution shall be made by written the

record, which, wheir recorded in the office of the county circle and its place of county or counties in which the property is attuated, shall be conclusive proof of proper appointment of the successor trustee. It. Trustee accepts this trust when this deed, shall be conclusive proof of the successor is a provided by law. We that each of the successor leader appointment of the successor trustee. It is not appoint the successor is a provided by law. We there deed of trust or of any action or proceeding in which the granules. The trustee is not obligate any action or proceeding in which the granules the successor and any action or proceeding in which the granules. It is deed applies to further the benefit of, and blads all parties assigns. The term "hencifiered hereby, whether or not name and own applies the benefit of heredit. In constraint this deed and whenever the context as positive, the max-culing gender includes the femining and/or neuter, and the singular number he-citude the plural.

any portion of said property thereafter may postpone the said	it is hand and seal the day and year first above written.
IN WITNESS WHEREOF, said grantor ha	s hereunto set his hand and seal the day and year first above written.
	(SEAL)
STATE OF OREGON	of <u>August</u> <u>19</u> 73, before me, the undersigned, a conclusive oppeared the within named
THIS IS TO CERTIFY thet on this day	on-ly appeared the within named
Notary Public in and its still cooping, a si	ng Le main,
(SEAL)	
Loan No.	STATE OF OREGON County of Klamath } ss.
TRUST DEED	I certify that the within instrument was received for record on the 28th day of AUGUST

day of Autopat Autopat at 3;53 o'clock PM., and recorded in book M 73 on page 11666 Record of Mortgages of said County. (DON'T USE THIS SPACE: RESERVED FOR RECORDING LADEL IN COUN-TIES WHERE USED-) Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION affixed. WM. D. MILNE Beneficiar County Clork Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon VDian they \approx 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 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 irust deed (which are delivered to you hereby under the 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

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