

19 73 between THIS TRUST DEED, made this 7th day of September JOHN E. HARMON, JR. and ADELAIDE M. HARMON, 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; WITNESSETH: The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the

TRUST DEED

A-23709

property in Klamath County, Oregon, described as:

That portion of Lots 47 and 48 of OLD ORCHARD MANOR, an addition to the City of Klamath Falls, Oregon, described as follows:

Beginning at the Northeast corner of said Lot 48; thence South along the East line of said Lot, 34.3 feet to a point; thence West parallel to the South line of said lot to a point which is 34.3 feet South of the Northwest corner of said lot; thence North along the West line of said Lot 48 and Lot 47 to a point which is 42.7 feet North of the Southwest corner of said lot 47; thence East parallel to the South line of said Lot 47 to a point on the East line of said Lot 47 which is 42.7 feet North of the Southeast corner of said Lot 47; thence South along the East line of said lots to the point of beginning.

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which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, 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, heading, ventilating, covering in place such as wall-to-wall carpeting and irrigation apparatus, equipment and fixtures, together with all awnings, venetian bilads, floor covering in place such as wall-to-wall carpeting and in-geparatus, equipment and fixtures, together with all awnings, venetian bilads, floor covering in place such as wall-to-wall carpeting and in-leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter installed. THOUSAND FOUR HUNDRED AND seach agreement of the grantor herein contained and the payment of the sum of <u>SEVENTEEN THOUSAND FOUR HUNDRED</u> to the 17.400.00

This trust deed shall further sceure 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 indubtedness secured by this trust deed is evidenced more than one note, the beneficiary may refull payments received by it upon any of sail notes or part of any payment on one note and part on another, as the beneficiary may reict.

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The grantor hereby covenants to and with the trustee and the beneficiary herein that the said promises and property conveyed by this trust deed are herein that the said promises and that the grantor will and his heirs, free and clear of all neumbrances and that the grantor will and his heirs, and and ministrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

excutors and administrators that warrant and defend his said title thereto against the claims of all persons whomsoever. The granutor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against and no origy; to keep said property free from all encumbrance having pre-conductive the structure of the terms of the second property which may be hereof to the date construction is thereafter community and in good workmanike manner any of and pay, when due, all times during construction is thereafter communities of importer and restore property which may be damaged or good and pay, when due, all times during construction; to replace aritice notice from thereafter to the restore destruction is thereafter communities and pay, when due, all times during construction; to replace aritice notice from beneficiary of such teact into to remove or destrey any buildings and pay, when due, all thereafter erected upon destrey any buildings and the community of such teact into to remove or destrey any buildings, property and improvements now or hereafter erected upon the said property ming on time to timprovements now or hereafter hereafter in a said promises continuously insured against in or hereafter the and the original principal sum of the notice of the bene-ticed in the theoretice date in a side promises and the beneficiary at a side property in the deliver the original policy of insurance in coverts for and with approved loss payable clause in favor of the beneficiary and improve discreted on be insurance for the short the beneficiary, which insurance add policy of insurance is not so tended the beneficiary, which insurance oblighted oblight on the effective date of the beneficiary, which insurance oblighted oblight insurance for the beneficiary and in the original printum paid, to the principal place of busines and policy of insurance. If there days prior to the effective date of the beneficiary, which insurance oblighted.

obtained. In order to provide regularly for the prompt payment of said taxes, ascess-ments or other charges and insurance premiums, the grantor agrees to pay to the beneficid intervent payable under the terms of the note or obligation network principal network payable under the terms of the note or obligation network of the charge due and payable with respect to said property within each succeed other charge due and payable with respect to said property within each succeed ing tweive months, and also one thirty-sixth (1/36th) of the taxes, anessentimas ing tweive months, and also one thirty-sixth (1/36th) of the insurance semiums ing tweive months, and also one thirty-sixth (1/36th) of the insurance semiums ing tweive months, and also one thirty-sixth (1/36th) of the insurance semiums ing tweive months, and also one thirty-sixth (1/36th) of the insurance semiums ing tweive months, and the optical and directed by theired for the such sums to be credited to the principal of the loan outil registed for the several pipones thereof and shall thereupon be charged to the principal of the iona; or, at the option of the beneficiary, the sums so paid shall become due and payable.

promiums, taxes, assessments or other charges when they shall become due and payable. While the granitor is to pay any and all taxes, assessments and other charges leviel or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such pareceby authorizes the beneficiary to pay licitary, as aforesaid. The granitor interest suitorizes the beneficiary to pay any and all taxes, assessments are to be made through the bene-ficiary, as aforesaid. The granitor interest suitorizes the beneficiary to pay said property in the amounts a such property in the amounts assessments or other charges, and to pay the insurance premiums in the presentatives, and to charge said sums to the principal of the loan of to within the beneficiary the property in the beneficiary in no event to hold the beneficiary responsible for failure to have any insu-sting and all taxes, assessments or other there to any pay the insurance premiums in the beneficiary responsible for failure to have any insur-in no event to hold the beneficiary responsible for failure to have any insu-sance written or for any loss or damage growing out of a defect in any in-surance policy, and settle with any insurance company and to apply any such insurance response upon the obligations secured by this trust faction. In full or upon sale or other acquisition of the property by the beneficiary after

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 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 obligation secured hereby.

Igation secured hereby. Should the grantor fail to keep any of the foregoing dovenants, then the ucidary may at its option carry out the same, and all its expenditures there-shall draw interest at the rate specified in the note, shall be trast deed. In prantor on demand and shall he secured by the lies discretion to complete a connection, the beneficiary shall have the right in a discretion to complete y improvements made on shift premises and also be make such reputry to said perty as in its sole discretion it may deem necessary or advisable.

property 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 this trust, including the cost of tilts earch, as well as the other costs and expenses of the trustee incurred in connecting with ordination in enforcing this obligation, and trustee's and attorney's fees actually incurred; in costs and expenses, including cost of evidence of tilts and attorney's fees and ty hereof or the rights or powers of the beneficiary or trustee; and exton ary reasonable sum to fixed by the court, in any such action or proceeding in reasonable sum to be fixed by the court, in any such action 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.

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.

It is mutually agreed that: I. In the event that any portion or all of said property shall be taken inder the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or direction with such taking and, if it so elects, to require that all or any rection of the money's myable as compensation for such taking, which attorney's fees necessarily paid or lacured by the grantor in such prosonable costs and expenses and attorney's fees necessarily paid or the debtedness secured hereby; and the proceeding, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at is own expense, to take auch compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the beneficiary's ficiary, payment of its fees and presentation of this deed and the meta-ficiary, payment of its fees and presentation of this deed and the meta for en-dorsement (in case of full reconveyance, for cancellation), without suffecting the liability of any person for the payment of the indebtedness, without succe may (a) consent to the making of any may or plat of sale (projoin in any subordination any ensement or creating and restriction there or charge hereof; (d) reconvey, without warranty, all or any part of on or persons legally entitled thereto" and the reeltals therein of any may rets or facts shall be conclusive proof of the shull be \$5.00. 3. As subliced security sensitive hereby called to the services in this paragraph shull be \$5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalies and projits of the pro-perty affected by this deed and of any personal 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 col-lect all such rents, issues, royalites and prior by the grantor hereunder, the bene-percome due and payable. Upon any defaults earned prior to default as they become due and payable. Upon any defaults earned prior to the adequery of any reliver to be appointed by a court, and whole regard to the adequery of any reliver to be appointed by a court, and enter those nand take possession of security for the individues hereight second nand cola con otherwise contect the rents, issues and porfuls, including those past due and un, including reason-atil: attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.



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The entering upon and taking possession of said property, the children rents, issues and profits or the proceeds of fire and other insurance compensation or awards for any taking or damage of the property, ideation or release thereof, as altoresaid, shall not cure or waive any ideation or release thereof, as altoresaid, shall not cure or waive any manual statements and the statement of the

by be required of a last this instrument and upon default by the set of the essence of this instrument and upon default by the ment of any indebtedness secured hereby an escured hereby in-reunder, the beneficiary may declars all ours secured hereby in-and payable by delivery of the transition of written notice of default and payable by delivery of the transition of default and election to sell, record. Upon delivery of surgers the trust deed and all promissory shall deposit with the premitures secured hereby, whereupon the comments evidencing face of anis and give notice thereof as then

default by

The grantor shall notify beneficiary in writing of any π sale of the above described property and turnish ben-pplied it with such personal information concerning the relinarity be required of a new loan applicant and shall pu a charge.

fix the time and place

teles or the applifault or such per

6. Time is of the granter in payment

Loan No.

DATE

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Klamath Falls, Oregon

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nouncomment 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 preperty so sold, but without any covenant or wardby express or implied. The precision is the deed of any matters or facts shall be conclusive proof of the trustation of the same thread of the same thread of the same thread of the purchase at the sale.
9. When the Trustee selis pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To trust eveneses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the interests of the trust deed. (3) To all persons having easily any to the grantor of the trust is of the trust is of the trust events appear in the interest of the trust deed or to his successor in interest any to the sare in the surged or to his successor in interest ensures.
10. For any reason permitted by law, the beneficiary may from time to the trust of the trust end or to his successor in interest ensures.

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1 or to his successor in interest entitled to suce surprus.
10. For any reason permitted by law, the beneficiary may frag-s appoint a successor or successors to any trustee named herein, sor trustee appointed hereaunder. Upon such appointment and westor trustee appointed hereaunder. Upon such appointment and unce to the successor trustee, the latter shall be vested with all to actuate conferred upon any trustee herein named or appointed here a popointment and substitution shall be made by written instrume a popointment and substitution shall be made by written instrume the beneficiary, containing reference to this trust deed and it red, which, when recorded in the office of the county clerk or reco-nty or counties in which the property is situated, shall be conclusing any appointment of the successor trustee. veyal and such by t recol

proper appointment of the successor trastee. 1. Trustee accepts this trust when this deed, duly executed and ledged is made a public record, as provided by law. The trustee is not-to only any party hereto of pending saie under my other deed of tru-any action or proceeding in which the granter, heneficiary or trustee si party unless such action or proceeding is brought by the trustee.

by law. After default and any time prior to five days before the date set Trustee for the Trustee's sale, the grantor or other person so thus trust deed and prior the trustee's sale, the grantor of the trust deed and prior the control of the obligation and depenses actually hearred reding the terms of the obligation and depenses actually incurred reding the terms of the obligation prior of the prioring's fees would see the than such perior of the prioring as would acting shows and the than such perior of the prioring as would acting the terms of default occurred and thereby cure the default. 2 unless such action or proceeding is brought by the trustee small be a 12. This deed applies to, inures to the benefit of, and binds all parties to, their heirs, legates devises, administrators, executors, successors and yes, of the note secured hereby, whether or not named as a hencileinry in. In construing this deed and wherever the context so requires, the inner the fourier and wherever the context so requires, the mane in the bind and the singular number in-s the plural. hereto, th assigns. T pledgee, C herein. In culine gen cludes the

In decreecing \$30.00 each) other than such portwerky cure the default. not here 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 the recordation of said notice of the lamb and place fixed by thin in said notice of sale, either as a whole or in separate probability of the said order of the may de- tornine, at public suction to the high of sale. Trustee may postpone said of all of the United States, payable at the time of sale trustee may postpone said of all or sale and from time to time thereafter may postpone the sale by public an- sale and from time to time thereafter may postpone the sale by public an- IN WITNESS WHEREOF, scald grantor has hereunito s	It is action as such action or proceeding is intogene of view of the second sec
STATE OF OREGON County of Klamath (2) ss.	mber 1973, before me, the undersigned, a
Notary Public In Grad for said county and Adelaide M.	d who executed the foregoing instrument and acknowledged to me that
to me personally known to be the identical individual named in an they accuted the same freely and voluntarily for the uses and in, TESTIMONY, WHEREOF, I have hereunto set my hand and aff	therein expressed
(SEAL)	

STATE OF OREGON } ss. TRUST DEED I certify that the within instrument was received for record on the 18 day of Sept 19 73, day of Sept at 3:09 o'clock P M., and recorded in book M-73 on page 12649 or ford County. (DON'T USE THIS SPACE: RESERVED Record of Mortgages of said County. FOR, RECORDING Witness my hand and seal of County affixed. USED.) FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Wm. D. Milne County Clerk Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Hazderazil Deputy

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed nove 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 pursuant to statute, to cancel all evidences of indebtedness secured by said irust 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. pursuant to statute trust deed) and to same.

First Federal Savings and Loan Association, Beneficiary

4.00