$\begin{array}{c} \hline 01-09428 \\ \hline 81.106 \\ \hline \\ 81.106 \\ \hline \\ \hline \\ 81.106 \\ \hline \\ $	
THIS TRUST DEED, made this 27thday of <u>August</u> FRED L. HERRICK and JERRY C. HERRICK, formerly Jerry C. Meeker, <u>FRED L. HERRICK and JERRY C. HERRICK</u> , formerly Jerry C. Meeker, as grantor, William Ganong, Jr., as trustee, and <u>husband and wife</u> , <u>fRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls</u> , Oregon, a corporation organized and FIRST FEDERAL SAVINGS the United States, as beneficiary;	
existing under the laws of the order of the order were stated with the 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:	
SEE ATTACHED LEGAL DESCRIPTION	
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, easemonts or privileges now or hereafter belonging to, derived from or in anywise apporting to the above described premises, and all plumbing, lighting, heating, ventilating, in-conditioning, refrigerating, watering and inreading the above described premises, and all plumbing, lighting, heating, ventilating to the above described premises, used are used in connection with the above described premises, diskwaters and other built-in appliances now or hereafter installed in purpose of securing performance of leurn, shades and built-in ranges, diskwaters and other built-in appliances now or hereafter installed in purpose of securing performance of described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein contained and the payment of the sum of THOUSAND DOLLARS AND NO/100* *	
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tree nut clear of all encountratives and agrees to pay and note according to the terms and or sail premises and also to make such reprint the claims of all persons whomever. against the claims of all persons whomever. The grantor covenants and agrees to pay and note according to the terms and property are allowed according to the terms and or according to the terms and or according to the terms and property in the sail proper	
fact file to its sind premises; to keep all outregair and to commit or suffer construct or certed upon snil premises; to keep all outregair and to commit or suffer provide the start of the second through	
In order to provide regularly for the prompt payment of skild three, ways to be determined by the believer by and the grant or agrees, and the grant of the prompt payment of skild three to any the prompt payment of the prompt payment of the prompt payment of skild three to any the prompt payment of skild three to any the prompt payment of the prompt payment payment payment of the prompt payment	
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 four the functional security, grantor herein assess to hereficiary to the same begin to hear interest and allo hereful arges levied or unseed against all rents, issues, royaltes and profits of the pro- policies upon said property in the grantor herein at thereof thereof before and property in the announts as shown on the targes levied or the thereof and to pay the collector of and there and there and there thereof and profits and profits of the pro- tical property in the announts as shown or the targes levied or any to the services and to pay in collector of and the announts and to the relationers and to the profits and profits of the pro- tical property in the announts and to the relationers and to pay the collector of and the announts and to the announts and to the announts and to the announts and to the property in the profits and profits and profits are the profit as the the insurance or their representatives, and to charge a rany of the profit to the profit as the the insurance or their representatives, and to charge and profits or the profits and profits are profits as the the insurance or their representatives, and to charge and profits or the profit or default in the profits and profits are profits or to default as the the insurance or their representatives, and to charge and profits or the profits and profits are profits or the profits of the profits and profits are prof	
principia to account, it any, estiminated cost failure to have any insu- in no event to hold the beneficiary responsible for failure to have any insu- in no event to hold the beneficiary responsible for failure to have any insu- in no event to hold the beneficiary responsible for failure to have any insu- surance policy, and the beneficiary atter is such insurance receipts upon the ohlightions secured by this trust deed. In such many the amount of the indebtedness for payment and satisfaction full or upon sale or other acquisition of the property by the beneficiary atter full or upon sale or other acquisition of the property by the beneficiary may determine.	

12663 11960 ₹. nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as recuired by law, conveying the pro-perty so sold, but without any venemant or warranty, express or implied. The rectilation is the deed of any matters or facts shall be conclusive proof of the truinfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

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truthfulness thereof. Any person, excluding the trustee but including the granted and the beneficiary, may purchase at the sale.

 When the Trustee sells pursuant to the powers provided herein, the future shall anyly the proceeds of the strustee's sale as follows: (1) To trustee shall anyly the proceeds of the strustee's and a the senses of the sale including (2) To the obligation sequent to the interest of the trustee in the trustee's sale as follows: (1) To the obligation sequence of the sale interests of the trustee's interest deci.
 To all perform heving recorded lens sets appear in the interests of the trustee in the trust deci as their interests any to the interest of the trustee in the trust deci as their interests any to the interest of the trustee of the trust of the trustee of the trust decide of their priority. (4) In interest utilited to such surplus, interest of the trust decide as their interests appear in the interest second the successor in interest with the trust interest of the trust decide as the interest of the trust decide as the interest of the trust decide of the priority. (4) In interest with the beneficiary may from time to the successor in an interest multice to such appointer and the power variable is the beneficiary, centrality, there herein named or appointed interest call with a substitution shall be made by written information effect of the record with which, when redict the property is situated, shall be conclusive proof of property is situated.
 Trustee accepts this trust when this decid, duity exceuded and acknow. a service charge. 6. Time is of the essence of this instrument and shall pay beneficiary grantor in payment of any indebtedness secured hereby on the performance of any mediately due and payed by delivery to the trustee of written notice of default indebted due and payed by delivery to the trustee trust estall cause to and election to sell the trust property, which not default and election to sell, due trust property, which so of default and election to sell, the beneficiary shall deposit with the trustee secured hereby in-trustees shall fix the time and pince of sale and give notice thereof as then required by law.

proper appointment of the successor trustee, i. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pealing strantor, heneficiary or trustee is any party unless such action or proceeding in successful to the trustee is any party unless such action or proceeding is brought by the trustee. I. This deed applies to, intros to the benefit of, and binks all parties and their heirs, legatees devices, administrators, executors, successors and hereto, their heirs, legatees devices, administrators, executors, successors and hereto. The term "beneficiary" shall mean the holder and owner, heliuding hereth. In construing this dread and whenever the context so requires, the mar-entime gender includes the feminine and/or neuter, and the singular number in-cludes the plural. required by law. 7. After defauit and any time prior to five days before the date set by the Trustee for the Trustee's said, the granutor this trust deed and privileged may pay the entire amount then the unpersons actually incurred the obligations secured thereby (including costs and excees and attorney's fee in enforcing the terms of the obligation and the original security shows and not exceeding 50.00 mean) other than such portion of the principal as would not then be due had no defauit occurred and thereby cure the defauit.

affixed.

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Not inch be due had no default occurred and thereby cure the default. S. After the lapse of such time as may then be required by law following the recordsion 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 drew following of sale, either as a whole or in separate parcels, and in such order as he may due of sale, at public auction to the highest bidder for easi, nation of the termine, at public auction to the highest bidder for easi, nation and place of any portion of said property by public ancetter may postpone the sale by public an-sale and from time to time thereafter may postpone the sale by public an-IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. ung C. Kernick

 Country of Aligned
 August
 19.73
 before me, the undersigned, a

 THIS IS TO CERTIFY that on this 27th
 day of
 August
 FRED L. HERRICK and

 Notary Public in and for said county and state, personally appeared the within named
 FRED L. HERRICK and

 JERRY C. HERRICK, formerly Jerry C. Meeker, husband and wife,

to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that the Y 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 Notary Public for Oregon My commission expires: 10-25-74 STATE OF OREGON) ss. County of Klamath I certify that the within instrument TRUST DEED was received for record on the day of M., and recorded oclock (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE αt on page intbook logges of said County. Record of Mor hand and seal of County Grantor Witness my USED.)

TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon

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 pol-dices or compensation or awards for any taking or damage of the property, and the application or release thereof, as aloresaid, shall not cure or waive any do-tault or notice of default hereunder or invalidate any act done pursuant to such notice.

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STATE OF OREGON

(SEAL)

Loan No.

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5. The grantor shall notify beneficiary in writing of any sale or con-tract 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.

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

10: William Ganong______, Trustee The undersigned is the legal owner and holder of all indebledness secured by the foregoing trust deed. All sums secured by said trust deed or have been fully paid and satisfied. You hereby are diracted, on payment to you of any sums owing to you under the torms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness socured by said trust deed (which are delivered to you herewith logether 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.

19.... DATED P



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DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1: Beginning at a point on the Westerly right of way line of Homedale Road, which lies North 00 07' East along said Westerly right of way line of said Homedale Road, a distance of 352.3 feet from the iron pin which marks the Southeast corner of Tract 26 of Homedale, Klamath County, Oregon, and running thence North 0° 07' East along said Westerly right of way line of Homedale Road 130.87 feet to the iron pin at the Northeast corner of that certain tract of land described in the deed from Lois N. Hare Stabler, and Fred H. Stabler, Husband and wife, to Jennie N. Hare, recorded June 17, 1958, in Deed Book 300, Page 173, records of Klamath County, Oregon, thence North 890 53' West a distance of 50 feet to an iron pin; thence North 430 30' West a distance of 12.2 feet more or less to the most Northerly Northwest corner of said tract described in said deed Book 300, Page 173; thence South 46° 30' West 98.5 feet to an iron pin; thence South 43° 30' East a distance of 10 feet; thence South 43° 30' East to the iron pin at the thence South 46° 30' West 80 feet to the iron pin at the most Southerly Southwest corner of said tract described in Baid Deed Book 300, page 173; thence South 86° 32' East 178.5 feet more or less to the point of beginning, being a portion of Tract 26 of Homedale, in the SW4NE4 of Section 11, Township 39 S. R. 9 E. W. M., in Klamath County, Oregon.

PARCEL 2: Commencing at the Southeast corner of Tract 26, Homedale; thence North 0° 07' East, along the West boundary of Homedale Road, 352.3 feet; thence North 860 32' West, 92.02 feet to the true point of beginning; thence North 860 32' West, 86.48 feet; thence South 55° 41' East, 3.55 feet; thence South 870 47' East, 83.45 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; SS. KIAMATH COUNTY TITLE CO Filed for record at request of 11;28 D 1973 of o'clock AM., and this _____ day of _SEPTEMBER_ on Page 11959 MORTGAGES S M 73 duly recorded in Vol. -Wm.D. WILNE, County Clerk INDEXED FEE \$ 6.00 D_L. STATE OF OREGON; COUNTY OF KLAMATH: ss.

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		day of	DTCAGES	A. D., 15 C	n Page	12662			
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