

12663

11960

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 as 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 shall cause to be 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.

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 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 such 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 pledgee, 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.

Fred L. Herrick (SEAL)
Jerry C. Herrick (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 27th day of August, 1973, before me, the undersigned, a 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 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.

James D. Boechi
Notary Public for Oregon
My commission expires: 10-25-74

(SEAL)

Loan No. _____

TRUST DEED

Grantor

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.)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____ County Clerk
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____

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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 0° 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 89° 53' West a distance of 50 feet to an iron pin; thence North 43° 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 46° 30' West 80 feet to the iron pin at the most Southerly Southwest corner of said tract described in said 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 SW 1/4 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 86° 32' West, 92.02 feet to the true point of beginning; thence North 86° 32' West, 86.48 feet; thence South 55° 41' East, 3.55 feet; thence South 87° 47' East, 83.45 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO
this 28th day of SEPTEMBER 1973 at 11:28 o'clock AM., and
duly recorded in Vol. M 73, of MORTGAGES on Page 11959

INDEXED

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FEE \$ 6.00

By WM. D. MILNE, County Clerk

re-recorded to correct recording date

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO
this 18th day of SEPTEMBER A. D., 1973 at 4:18 o'clock P M., and duly recorded in
Vol. M 73, of MORTGAGES on Page 12662

NO FEE

WM. D. MILNE, County Clerk

By Harold Draxil Deputy

SEP 18 4 21 PM 1973