TA 28- 5889 X# 0140304 Vol. 7.2 Page 13896 TRUST DEED 82574 , 19 73, between

October THIS TRUST DEED, made this 15th day of WARREN H. ELLWEIN and GISELA I. ELLWEIN, 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;

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 7 in Block 13, DIXON ADDITION TO THE CITY OF KLAMATH FALLS,

Klamath County, Oregon.

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No. of Lot.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profile, water rights and other rights, easomonts or privileges now or hereafter belonging to, derived from or in anywise apper-tional to the above described premises, and all plumbing, lighting, heating, ventilating, dir-conditioning, refrigerating, watering and irrigation apparatus, equipment and fittures, together with all awnings, ventilating, thereafter and as wall-to-wall carpeting and line 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 acquire, for the purpose of securing performance of a greement of the grantor herein contained and the payment of the sum of ELEVEN THOUSAND SEVEN HUNDRED-teach agreement of the grantor herein contained and the payment of the sum of a promisery note of even date horewith, payable to the solution of order and make by the grantor, grincipal and interest being payable in monthly installments of s. LOZ 000 commencing investments of the trust deed shall further secure the payment of such additional money, default, us below remaining in the reserve account shall be credited to the

This trust deed shall further secure the payment of such additional menay, r, as may be loaned hereafter by the hendfichary to the grantur or others an interest in the above described property, as may be evidenced by a poten. If the indebtedness secured by this trust deed is evidenced by then one pote, the hendfichary arg credit payments received by it upon a said notes or part of any payment on one note and part on another, a beneficiary may elect.

The grantor hereby excennets to and with the trustee and the beneficiary in that the said promises and property conveyed by this trust deed are and clear of all encounterances and that the grantor will and his heirs, utors and administrators shall warrant and defend his said title thereto utors and administrators shall warrant and defend his said title thereto net the claims of all persons whomsever.

The and clear of all encumerances and care and defend his said title thereto securities and administrators shull warrant and defend his said title thereto gainst the claims of all persons whomsever. The grantor covenants and agrees to pay add note according to the terms incred and, when due, all taxes, assessed there from all encumbrances having pre-cidence over this trust decit to incredit and other charges levice against be of the data constructed on the add the charges levice against or hereafter constructed on the incredit and other charges levice against be of the data constructed on the incredit and the charges device against or hereafter constructed on the hereafter commence it to reprint and a trastore prophy and in good workmain the manage of destroyed and said property in the add property incredit to replace any work outer from hereafter of a such beneficiarly to the managed or destroyed and said property at all oasts incurred construction to replace any work outer from hereafter and the interferents that in the profile of the same said property interferent to replace any work outer from hereafter and the property incredit the films of the property and and the profile of add profiles of the profile of the profile of the new state of add profiles of the profile of the profile of the profile on the same of add profiles of the profile of the profile of the profile on the same of add profiles of the profile of the profile of the profile of the or such other the original profile and the profile and the requires to the same not here the original profile and the monter of the profile of the secured by the delve the original profile and and the profile of the profile of

and d. In order to provide regularly for the prompt payment of sold taxes, assessing or other charges and insurance premiums, the grantor marces to pay to also or other charges and insurance premiums, the monthly payments of the monthly payments of the most or obligation excited the second seco

lary in truck massesments or other charges with they shift before the grantor is to pay any nud mit taxes, assessments and other ied or issessed against said protein pay premitting on all insurance heigh to bear interest, such any next shereof, before on said property, such any ments are to be inned through the pay aforesaid. This grant of the pay premitting on all insurance interest and other charges leveled or impoor function in the sease sease of the pay and the pay aforesaid. This grant seasessment's or other charges level ity in the oth taxes, assessment's or other chargen and the pay promittings or their representatives, as which may be required from ity in the oth taxes, assessment's or other charges and to pay the level of the taxes, assessment's or other charges and the pay promittings or their representatives, as which may be required from it the loan or to withdraw the sink which may be required from the noise or their representatives in authorized, in the grantor agrees a encount, if any, established or sinks purpose. The grantor agrees not to hold the beneficiary targe growing out of a defect in and any olicy, and the beneficiary targe growing out of a defect on any any olicy, and the bottle with any insurance company and trust deed. In rance receiping of the indebtdees for payment and stiffaction in the and the bottle with any insurance the any and trust deed. In rance receiping of the indebtdees for payment and stiffaction in the any stiffaction of the property by the beneficiary after

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initiality in balance remaining in the reserve account shall be cred individences. If the reserve account in fact, accounted, insurance and other charges is not sufficient at any time for the payment of s demonstrates in the grantor shall pay the deficit to the barder demand if not paid within the days after such demand, the using at its option add the aucount of such deficit to the princi obligation secured hereby. Should the grantor fail to keep any of the forceoing covenant heneficiars may at its option carry out the same, and all its expendi-

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the granue rule to seep any or the toregoin may at its option entry out the same, and all and at its option entry out the same, and all and internant and shall the secured by the list, on the beneficiary shall have the right of the ements made on said predicts and also to mak the sole discretion it may deem necessary

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The beneficiary will furnish to the granter on written al statement of account but shall not be obligated or further statements of account.

It is mutually agreed that:

It is mutually agreed that: I. In the event that any portion or all of said property shall be taken i. In the event that any portion or all of said property shall be taken the right of eminence, prosecute in its own name, appear in or defend any ac-right to commence, prosecute in its own name, appear in or defend any ac-ting to commence, prosecute in its own name, appear in or defend any ac-ing to commence, prosecute in its own name, appear in or defend any ac-is taking and, if it is oelects, to require that all or access of the amount re-able as commensation for such taking, which are access of the amount re-sourced by the grantor in such proceedings, shall be paid to the beneficiary applied by it first upon any reasonable cover in such proceedings, and the necessarily paid or inclustence by the beneficiary in such proceedings, and the source of probability of the indebtedness secured hereby; and the prantor agrees, ince applied upon the indebtedness secured hereby; and the prantor agrees is own cruenes, to take such actions and excent such instruments as shall necessary in obtaining such compensation, promptly upon the heneficiary's rest.

. At any time and trom the payment of its fors and presentation payment of lass fors and presentation ment (it case of full reconveyance, for Cauchy and the start of the payment of the indebtedness ity of any person of any may or plat of anid property: (0), easily of the making of any may or plat of anid property: (0), easily of the making of any may or plat of anid property. (0), easily of the making of any may or plat of the property. The granites in any other sprement affecting this deed or the lien or charge fact while be coclusive pro-easing the property for fact shall be coclusive pro-tion of the services in this is the property fact of the services in the cose for any of the services in the cost of the services in the services in the services in the cost of the services in the services in the services in the services in the the services in t consent any easo or other without

shall be \$5.09. 3. As arditional security, grantor hereby assigns to beneficial continuance of these trusts all rents, issues, royalites and profits perty affected by this deed and of any personal property location perty affected by this deed and of any personal property locations the performance of any agreement berequider, grantor shall have the the performance of any agreement hereunder, grantor shall have the the same, less costs able same, less costs where the same set and participation set of the same set and the same, less costs able set the same set and the same set and able set and able set and set and able set able set and able set able set and able set able s

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profits or the proceeds of fire an awards for any taking or damage the prot

notify beneficiary in e described property personal information

is of the essence of this instrument and upon default by the yment of any indebtedness secured hereby or in performance of any reunity, the beneficiary may declare all sums secured hereby in-and payable by delivery to the trastee of witten noise of default and payable by delivery to the trastee of default and election to sell, record, Upon delivery of said action of default and election to sell, entiments evidencing expenditures secured hereby, whereupon the fix the time and place of sale and give notice thereof as then its of the secure of the secure of the secure of the fix the time and place of sale and give notice thereof as then uv. Time is of

third by law. 7. After default and any time prior to five days before the data set 7. After default and any time prior to five days before the data set the Triatee for the entire amount then due under this triat deal and afterd may prove the hereby (including costs and expenses and attorney's fees caloring the set of the obligation and tratee's and attorney's fees caloring the had no default occurred and thereby cure the default.

not then be due had no default occurred and thereby cure the default. 8. After the lapse of such thine as may then be required by law following the recordation of said notice of default and pinter fixed by him in said notice trates shall sell said property at the thran call, and in such of are as he may de-def, either as a whole or in separato property and in such of are as he may de-termine, at public auction to the high sole. That may may be the same shall be also be an end of a said and the same shall be also be an end of a same shall be also be an end of a same shall be also be al

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchase his deal in form as required by law, conveying the pro-perty as add, but without any covenant or warranty, capress or implied. The recitals in the deal of any mattern or facts shall be conclusive proof of the truthfulness there's. Any person, excluding the truther but including the grantor and the beneficiary, may purchase at the sale.

billing as thereal. Any person, excluding the trunces but including the grantor it the basefictary, may perfer as at the sole.
9. When the Trunces sells pursuant to the powers provided herein, the expension of the sole proceeds of the trunces and a follows: (1) To stee shall any the note that the sole.
9. When the Trunces sells pursuant to the powers provided herein, the expension of the sole including the compensation of the trustee, and a sequence of the statemers (2) To all persons having (2) To all persons having (2) To the trustee, and the trustee is the trust of the trust o

y unless such action or proceeding is mought by the truster. 12. This deed applies to, inures to the benefit of, and theds all parties to, their heirs, legaters devices, administrators, executors, successors and to, their heirs, legaters devices, administrators, executors, successors in the noise secured hereby, whether or not network or a beneficiary in a constraining this deed and whenever the context so requires, the mas-in a funder includes the feminine and/or neuter, and the singular number in-tion of the noise secured hereby, whether or neuter, and the singular number in-tion of the includes the feminine and/or neuter, and the singular number in-tion of the singular number in-

STATE OF OREGON) ss.

I certify that the within instrument was received for record on the 16th. day of _____OCTOBER______, 19.73, at 11;23/clock AM., and recorded

in book M.73 on page 13896 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By Akerel Duragil Deputy

County Clork

WM. D. MILNE

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Waven H. Ellin (SEAL) Opselle J. Ellerin (SEAL)

STATE OF OREGON } 55.

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DATED

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Notary Public in and for said county and state, personally appeared the within named within named and wife warREN H. ELLWEIN and GISELA I. ELLWEIN, 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.

LNCY 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 indicate and year last above written. Notary Public for Oregon My commission expires: 11-12-7 (0 (SEÅL) Loan No.

TRUST DEED TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary

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

REQUEST FOR FULL RECONVEYANCE

fee \$ 4.00

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FOR RECORDING

USED.)

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 dead. All cums secured by said trust deed or bare 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 hold by you under the same. pursuant trust dee

First Federal Savings and Loan Association, Beneficiary

