## 827.17 TRUST DEED

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THIS TRUST DEED, made this 19th day of July 1973, between WILLIAM E. LANE and DEBORAH D. LANE, 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;

TTER SLOTAR BURNESS IN THE PARTY OF

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:

Lots 2 and 3 in Block 45 of LAKEVIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the records of Klamath County, Oregon.

This Trust Deed is intended as a correction of that Certain Trust Deed dated July 19, 1973, recorded in book M-73 on page 9328, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, assements or privileges new or hereafter belonging to, derived from or in anywise appor-tants to the above described premises, and all plumbing, lighting, heating, ventilating, alt-conditioning, refrigerating, watering and line apparatus, equipment and fixtures, together with all awnings, venetion blinds, floor covering in place such as well-to-wall carpeting and line leum, shades and bullten ranges, dishwashers and other built-in appliances new or hereafter instilled in or used in connection with the doarse described premises, including all interest therein which the granter has or may hereafter acquite, for the purpose of securing performance of each agreement of the granter herein contained and the payment of the sum of <u>FOURTEEN\_THOUSAND\_EIGHT\_HUNDRED</u>-mathematical and the payment of the sum of <u>FOURTEEN\_THOUSAND\_EIGHT\_HUNDRED</u>-

each agrooment of the granter herein contained and the payment of the sum of FOURTEEN THOUSAND EIGHT HUNDR (\$ 14,850.00 ) Dollers, with interest thereon according to the terms of a problem NO(100 dro herewith, psycho bonditchary or order and made by the granter, granteling and interest being border born border in monthly insufficients of a 108.95 came August 15th 1973. This trust deed shall further secure the payment of such additional money. If any, as may be loaned hereatter by the herediciary to the granter are being border border by a more than one note, if the functivity may credit payment on one mote and part on another as the beneficiary may credit payment on one mote and part on another. The grantor hereby covenants to and with the trustee and the hereficiary

The grantor hereby covenants to and with the trustee and the beneficiary is that the suid premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his beirs, ators and administrators shall warrant and defend his said title thereto not the claims of all persons whomsoever.

free and clear of all encountraries and that the land the add title thereto accentors can administrations shall persons whotmoever. The granics covenants and agrees to pay said note according to the terms thereof and, when due, all persons whotmoever. The granics covenants and agrees to pay said note according to the terms thereof and, when due, all according the free from all encounteraces having pre-add property. Is from deed, to complete all buildings in course of construction of the date construction is hereafter commenced; to repair and restore building and agree of the date construction is hereafter commenced; to repair and restore building and in good workmanitk manner any building or improvement, and times during construction; to allow beneficiary to langer the date of the restored the addition; to allow beneficiary to langer the date of said property which fittee days after written and improvements and times during construction; to replace any work or matter from hereafter yet and thereafter events and improvements on said property and the date of a said predicts; to allow beneficiary to comment or suffer now are destroy any building or improvements new or hereafter erected upon said property and improvements new or bereafter erected upon said property and improvements new or bereafter erected on a the beneficiary may from time to time require having the date deed, in a company or companies acceptable to the beneficiary and and with fifteen days after the date of any such order to the original principal and with a fifteen days after the addition or time to time to the same and with fifteen days after the date of any such order the original principal principa

If he numerate inside of the generative prompt payment of said tates, assess-nits or other charges and insurance premiums, the granitor agrees to pay to rise or other charges and insurance premiums, the granitor agrees to pay to be predicted by the said of the terms of the monthly patient secured her charges due and payable under the terms of the the terms, assessments and reby, an amount equal to one-twelfth ((12)) and property within each succeed-ber charges due and payable withit registric the function of the succeed-ter the same secure of the same secure of the same secure of gathe with represents and the property within each succeeding three years will as sums to be credited to the principal of the loan until required for the beneficiary in trust as a reserve account, without preset, to pay said remines, faxes, assessments or other charges when they shall become due down and payable.

ie the granter is to pay any and all taxes, assessments and other syled or assessed against said property, or any part thereof, before begin to hear inbrest and also to pay premiums on all insurance on said property, such payments are to be made through the bene-s aforesaid. The granter hereby authorizes the beneficiary to pay all taxes, assessments and other charges levied or imposed against. all taxes, assessments are to be the statements thereof furnished rety in the amounts as shown on the statements thereof furnished precontinues or their representatives, and to charge said sums to he of the loan or to withdraw the sums which may be required from e account, if any, established for the statements where the tor is to pay any and all taxes, as ressed against said property, or any the collector of second states and the second state of the second state of the second states of the second states and the second states of the second states

asurance premiuma nt of such charges

Vel 73 Page 14132

Should the grantor fail to ke ficiary may at its ordion carry Should the grantor fail to keep any of the foregol ficiary may at its option earry out the same, and all shall draw literest at the rite specified in this grantor on demand and shall be scenard by the liter onarction, the benchmary shall have the right in its this connection, the benefictury shall have not any improvements made on said premises property as in its sole discretion it may

The grantor further agrees to comply with all his reason which

The Len ficiary will jurnleh to the granter al statement of account but shall not be a further statements of account.

It is mutually agreed that:

In the event that any porti-be right of embeat domain of emberat domain or condemnation, the beneficiary shance, prosterute in its own name, appear in or defaud or to make any compromise or settlement in connecti-it so ejects, to require that all or any portion of the stion for such taking which are in excess of the any

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2. At any time and from time to time upon written any ensement or creating any ensement or creating any or other agreement affecting this deed or the property. Th without wartanty, all or any part of the property. Th ance may be described as the "preson or presons leg the recitals therein of any matters or facts shall i truthfulness thereof Trustee's fees for any of the

3. As additional security, granter hereby assigns to ben continuance of these trusts all rents benefits assigns to ben uacce of these trusts all rents, issues affected by this deed and of any perio is shall default in the payment of any become due and payable. I fickary may at any time y cetter to be appointed by secarity for the indebted and property, or aty part the rents, issues and pro the same, less costs and able attorney's ices, upon

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the essence of this instantiate of any independence of any independences sectored hereby or in performance or any the heneficiary may declare all sums secured hereby impathe by delivery to the trustee or written notice of default the trust property, which notice of default and election to ach, demosit with the trustee this trust deef and all promiseory details and the trustee the trust deef and all promiseory within the trustee the trust deef and all promiseory of said notice of default and election to ach.

to five days before the date set, the granter or other person so on due under this trust doed and sets and expenses actually henered and trustee's and attorney's fees 7. After default and any time prior to the Trustee for the Trustee's sale, the ideged may pay the entire amount theta obligations accured thereby (including cost enforcing the terms of the obligation and

and trutter and thereby enter the answell and thereby enter the lapse of such time as may then be required by law following the recording to all order of default and giving of said notice of default and giving of said notice of a such the the and place fixed by him in raid notice of a such either as a whole or in separate parcels, and in such order as law and so in separate parcels, and in such order as law and such and the time and place fixed by him in raid notice of a such either as a whole or in separate parcels, and in such order as law and such and the time, at public auction to the highest bidder for eash, in lawful money of the my portion of and property by public announcement at a such and from time to time thereine.

nouncement at the time fixed by the preceding postponenont. The trustes that deliver to the purchaser his dead in form as required by law, conveying the pro-perty so solut, but without any covenant or variantly, express or implicit. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

the beneficiary, may purchase at the same, y. When the Trustee sells pursuant to the powers provided herein, tee shall apply the proceeds of the trustee's sale as follows: (1) expenses of the sale including the compensation of the trustee, and expenses of the sale including. (2) To the obligation secured by all devided here the trust devided here subsequent to the trustee in the trust devides their interests appear in real theory of the successor has devided to such surplus.

This doed splits to having recorded here anomalies in the trust deed as the interests of the trustee in the trust deed as their interests appear in the trust deed as their interests appear in the trust deed as their interests and there priority. (1) The surplex, if way, to the grantor of the trust deed or to his successor in interest called to such amplies.
10. For any reason permitted by law, the beneficiary may from time to the successor trustee appointed bereast or the successor is a way trustee innead herein, and that every trustee innead herein, and the provide the successor trustee levels have the successor trustee appointed between the successor trustee levels have to appoint a successor trustee levels have to appoint and the provide the successor trustee in the trust deed and its place (trust or ounties in which the property of the condy elevel and acknow the trust of the successor trustees or trustee.
11. Trustee accepts this trust when this deed, ably eventee and acknow being any arry hereto of pending successor trust elevels and acknow the successor in the trust deed of trust or any any trustee in the successor profession and acknow the successor trustees is provided by the ventue and acknow to appending the record, is provided by the were dead of trust or parts also are proceeding in which the granter, beneficiary or trustee shall be party in the successor trust or any acknow the successor trustee.
11. Trustee accepts this trust when this deed, ably eventue and acknow the successor in the successor in the successor in the successor is the successor and acknow the successor is trust or any acknow the successor in the successor is the successor is the successor is the successor and acknow the successor is the success

party masses such at part or proceeding is mongar, by the trustee. 12. This doed applies to, intrea to the hearful of, and black all parties hereds, their hears, legatess devices, administrators, accellars backs all assigns. The term "hearfulary" shall mean the hearful owner, heading pieldees, of the note sequence hereds, whether a number as a hearfulary herein. In constraining this deed and whenever the context, so requires, the mas-enting guide includes the femilihes and/or neuter, and the singular number in-

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

William C. Same (SEAL) Debocall 10 Sanc, (SEAL)

STATE OF OREGON County of Klamath

Loan No.

THIS IS TO CERTIFY that on this  $16^{th}$  day of. , 19 73, before me, the understand, a October Notary Public in and for said county and state, personally appeared the within named to me personally known to be the identical individualS. named in and who executed the foregoing instrument and acknowledged to me that they procured the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my notarial seal the day and year last Surado U. Tsecan-1°00119 (SEAD) 07 015 Notary Public for Oregon My commission expires: 11-12-74

STATE OF OREGON | ss.

I certify that the within instrument was received for record on the 1910 day of October , 1973 day of  $0 \text{ observa}^{+}$ , 19 (2, 1)at 34.7 o'clock F M., and recorded in book 1.72 on page 44.732Record of Mortgages of said County.

Witness my hand and seal of County affixed.

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1. Bachton

ing. D. Milling.

County Clerk #ag Va-4e 4.00

REQUEST FOR FULL RECONVEYANCE

(DON'T USE THIS SPACE: RESERVED FOR RECORDING

LABEL IN COL

TIES WHERE

To be used only when obligations have been paid.

TO: William Ganong. , Trusto

TRUST DEED

TO

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Showta

Klamath Falls, Oregon

Beneficiary

The undersigned is the logal owner and holder of all indebtodness 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 indebtodness 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 ostate now held by you under the

First Federal Savings and Loan Association, Beneficiary