83558 .n Vrl. 23 Page 15165 01-09-199 TRUST DELD 22 Page 15517 19 73, between 83874 THIS TRUST DEED, made this 14th ay of November ROY E. GOOING AND BARBARA GOOING, Husband and Wife-, as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary; 1973 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: 6 H 123. The Northerly $\frac{1}{2}$ of Lot 1, the Northerly $\frac{1}{2}$ of Lot 2, but EXCEPTING the Westerly 20 feet thereof, Lot 5 but EXCEPTING portion deeded MORTGAGE \sim to State of Oregon in Deed Book 283 at page 11, All of Lot 6, All 2 being in Block 1, PLAT OF LINKVILLE, now City of Klamath Falls. NON (فق إن This document is being re-recorded to correct the spelling of name to Roy E. Gooing. 197 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, easements or privileges now or howatter belonging to, derived from or in anywise apper-taining to the above described tremtees, and all plumbing, lighting, hadring, ventilating, are anticonducting, watering and insultion apparentus, equipment and fixtures, together with all antings, venetuan blinds, four overing in place such as wall-to-wall carpeting and insultion apparentus, equipment and fixtures, together with all awings, venetuan blinds, four overing in place such as wall-to-wall carpeting and insulti-generatus, equipment and fixtures, together with an availage, venetuan blinds, four overing in place such as wall-to-wall carpeting and insults described premises, including all interest therein which the granter has or may horeafter acquire, for the purples of security performance of each agreement of the granter herein contained and the payment of the sum of the sum of the granter herein contained and the payment of the sum of the commence of security or grade and made by the granter, principal and interest being payable in monthly insufficients at \$266.72th, payable to the reamencing of the struct deed shall further secure the payment of such a payable in monthly insufficients are account shall be credited to the ž default any balance temaining 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 granter 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 and the amount of such deficit to the principal of the obligation secture hereby. This trust deed shall further secure the payment of such additional meney, y, as may be loaned hereafter by the heneficiary to the granter or others g an interest in the above described property, as may be evidenced by a or notes. If the indebtedness secure is by this trust decelused is evidenced by than cae note, the beneficiary may credit payments received by it upon 3 said notes or part of any payment on one note and part on another, e beneficiary may elect. The arise of the test. Should the grantor fail to Leep any of the foregoing fronty may all its option carry out the same, and all I shall draw interest at the rate specified in the note, i connection, the beneficiary shall have the right in the improvements made on soil promises and also to mak-net and the same shall be secured by the lien of outprovide the same shall have the right in the haprovements made on soil promises and also to mak-net as a single discretion it may down necessary. The grantor further agrees to comply with all have, o mants, conditions and restrictions affecting said prope-and stypeness of this times, including the cost of the numeric the obligation and trustee's and altorety is a number right or powers of the hemeforty of the here the rights or powers of the hemeforty of the here he rights or powers of the hemeforty of the here he rights or powers of a source of the hemeforty of the here here rights or powers of the hemeforty of the here here rights or the bound the right or your of the hemeforty of the here here and the first of the hemeforty of the hemeforth of the hemeforty of the here here and the first of the hemefort of title and the right of the here court, in any such a It he control of the state of t shall be repayable by of this trust deed. In the second secon 1.1 5. The heneficiary will furnish to the grantor on written request t ual statement of account but shall not be obligated or required further statements of account. It is mutually agreed that: In the event that any portion or all of said property shall be taken be right of eminent domain or condemnation, the beneficiary shall have t to commence, prosecute in its own many, upper in or defend any ac-proceedings, or to make any comparative all or any portion of the monetion with kine and, if its or detty, to require which are in ercess of the amount reble is compensation or able costs, expenses and at to pay all reasonable costs, expenses and isurred by the grantor in such proceedings, applied by it first upon any reasonable co-necessarily paid or invurred by the benefic ince applied upon the indebtedness secured ince applied upon the indebtedness and c 1 In order to provide regularly for the prompt payment of said taxes, assess-its or other classes and insurance premiums, the graditor arress to pay in beneficiary, together with and in addition in monotonic payments of the second second second second second second second second clapal and laterst payable under the (1/12b) of the laxes, assessments and second second pays on one-thirty-stath (1/3bit) of the laxes, assessments and treat second second second second second second second treats and second second second second second second trans deel remains in effect, as estimated and directed by the bandford is trust deel remains in effect, as estimated and directed by the bandford and the option of the heneficiary of the loan until performing the option of the heneficiary within the remain and the rest, to pay said nume, taxes, assessments or other charges when they shall become un-nume to pay the second second second based based based penditions. 2. At any time and from time to time upon writte consent to the maxim of and mestriciton thereon, fc any cascing or creating the thereon the thereon to or other agreement setting this develop the there or without warreners that on any part of the property. The name may be therein of any matters or facts shall truthfulness thereof. Truster's fees for any of the shall be \$5.00. turns, taxes, assessments of other temperatures and other payable. While the grantor is to pay any cut all taxes, assessments and other ges level or assessed against said property, or any part thereof, before is upon said property, such payments around the beneficiary to pay the same begin to bear interest and also to pay premime through the beneficiary possible to the grantor better that the taxes, assessments as the taxes the thereof turnished property in the amounts above not be called a states, assessments as other charges, and to pay the collector one in the amounts shown on the statements thereof furnished property in states, assessments or other charges, and to pay the collector one in the amounts shown on the statements the taxes the bar charge and sums to the real of the loan or to withdraw the sums which may the required after the state. 2. As additional security, grantor hereby assigns to be ontinuance of these trusts all rents, issues, royalites and erty affected by this deed and of any personal property to rantor shull default in the payment of any indebtedness s the performance of any agreement hereunder, grantor shull the perfo surance carriers of their tentant the sima which may be r aid of the loan or to withdraw the sima which may be serve account. If any, catabilished for that purpose. The g event to hold the intellery manage growing out of a defe-written or for any loss of the simal subtorized, in the se policy, and and settle with any insurance company and to compromise upon the obligations secured by this fr insurance teachers of the indebicteness for payment, and g nom agrece insur-ny in-f any y any In n in ۱۰ ۲۰ ۲۰ any in in any vent of apply t deed. 1. 1.4

15166 15518 coding postponemont. The as required by law, conve or warranty, express or facts shall be conclusive g the trustee but including ernomia as an er to the purchaser means y so sold, but without any covenan-als in the deed of any matters or hfulness thereof. Any person, excludin the beneficiary, may purchase at t

The negativity, may purchase the the dynamics 3. When the Trustee selia pursuant to the proceeds of the trustee's terminate the main field of the same field of the same field of the same field of Fo all persons having recorded rates of the trustee in the trust deci as the for the trustee in the trust deci as the for the trust priority. (4) The surplus, if any, termination of the successor in interest entitled to success.

deed or to his successor in interest entitled to such s 10. For any reason primited by low, the beneficial line appoint a successor or successers to any truster fan-successor trustee appointed hereunder. Upon such appoint and ulties conferred upon any first shift is balance or app-sch appointed upon any first shift he main by write-sort appointanting reference to this trust of tready which, when recorded in the office of the county of county or counties in which the preperty is situated, shall proper appointment of the successor trustee.

and the factor

MORTGAGE

Trustee accepts this trust when this deed, duly executed lard is made a public record, as provided by law. The trustee is a notify any party hereto of pending sale under any other deed of y action or proceeding in which the grantor, heneficiary or trustee ity unders such action or proceeding is brought by the trustee.

After the lapse of such time as may then be required by law four relation of said notice of default and giving of said notice of su

7. After default and any time prior to the Trustee for the Trustee's sale, the lieged may pay the entire amount then du obligations accured thereby (including touts enforcing the terms of the obligation and

STATE OF OREGON County of Klamath

(SEAL)

Fee B4

of this insti

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÷.

This deed applies to, increas to the benefit of and black all parties . This deed applies to, increas to the benefit of and black all parties their beirs, besides devices, administrators, steenters, successors and . The term "beneficiary" shall mean the not named as a beneficiary . of the tode secured berly, where the context so requires, the number in constraining this deal and worker the context so requires, the new reader includes the formulate and/or neuter, and the singular number in-

IN WITNESS WHEREOF, said grantor has bereunto sot his hand and soal the day and year first above written.

Be fler (SEAL) Dathard Corrency. (SEAL) THIS IS TO CERTIFY that on this / 5 day of November ., 19 73, bofere me, the undersigned, a Notary Public in rd for said county and state, porsonally appeared the within named and Wife ROY E. GOOING AND BARBARA GOOING, 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 they executed the same freely and voluntarily for the uses and purposes therein expressed.

STATE OF OREGON

I certify that the within instrument was received for record on the 16th day of Nov., 19.73.

aty of action of the second se

Record of Mortgages of said County.

Witness my hand and seal of County

County_Gerk

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County of Klamath

affixed.

BYXLLCC

WM. D. MILNE,

grantor or other person so ue under this trust deed and and expenses actually incurred trustee's and attorney's fees then of the principal as would thereby cure the default.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my noturial seal the day and ye Neary Public for Original Neary Public for Original My commission expires: 10 -5-74

Lean No. TRUST DEED

STATE OF OREGON, County of Klamath Filed for record at request of: Transamerica Title Ins.

1.1.2

on this <u>30</u> day of <u>Nov</u> <u>A. D., 19</u> 73 at <u>11:04</u> o'clock ^a <u>M. and duly</u> recorded in Vol. <u>M-73</u> of Mortgages Page 15517

WM. D. MILNE, County Clerk

By the and the go FEE \$1.00 Deputy.

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

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.1

INDEXED

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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 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 pursuant to statute, to cancel trust deed) and to reconvey, same.

	Ċ.		First Federal Savings and Loan Association, Beneficie			
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DATED:	· .					
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Bill mean			· · · ·			