84645 Vol. 2023 Page 16485 83/04 Page 14960 TRUST DEED 13.F THIS TRUST DEED, made this 8th day of November ARTHUR B. VER STEEG and PEGGY J. VER STEEG, husband and wife 歪 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary; 38. 5 3 plat thereof on file in the office of the County Clerk of Klamath County, Oregon. 1973 This trust deed is being re-recorded to correct a clerical error in the legal description. 至 10 63 **3**3 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 hereafter belonging to, derived from or in anywise appertants, equipment and fixtures, together with all awmings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awmings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awmings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and fixtures, together with all awmings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line apparatus, equipment and blinds, floor and the 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 each agreement of the grantor herein contained and the payment of the sum of TWENTY-THREE THOUSAND FIVE HUNDRED (\$23,550.00). Dollars, with interest thereon according to the terms of a promissory note of even data barewith payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$189.50. commencing December 20.

This trust deed shall further secure the payment of such additional money, default, any balance remaining in the reserve account shall be credited to the This trust deed shall further secure the payment of such additional money, if any, as may be lound hereafter by the beneficiary to the grantor or others having an interest the such above described property, as may be evidenced by a notion that the indebtedness secured by this trust deed is evidenced by not that one note, the beneficiary may credit payments received by it upon any of said notes or part of any payment on one note and part on another, as the beneficiary may elect. default, any balance remaining 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 defielt to the heneficlary upon demand, and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby. more man one noce, see noncirciary may creat payments received by it upon any of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his helrs, executors and administrators shall warrant and defend his said citie thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against thereof and, when due, all taxes, assessments and other charges levied against thereof and, when due, all taxes, assessments and other charges levied against cedence over this trust deed; to come all encumbrances having precidence over this trust deed; to come all encumbrances having precidence over this trust deed; to come and premises within six months from the date or hereof or the date constructed on said property in the many buildings or improvement on said property and the may be damaged or destroyed and pay, when due, all costs include the effort; to allow beneficiary to inspect said property at all costs including onstruction; to replace any work or materials unsatisfactory of the medicary within fifteen days after written notice from beneficiary within fifteen days after written notice from beneficiary within fifteen days after written notice from beneficiary of the constructed on said property in good repair and improvements now or hereafter crected on said property in good repair and improvements now or hereafter crected on said property in good repair and improvements now or hereafter crected on said property in good repair and improvements now or hereafter decided the construction; to suffer no waste of said premises; to keep all buildings, prousy insured against loss now or hereafter crected on said promises or may from time to tim Should the grantor fail to keep any of the foregoing covenants, then the nefticiary may at its option carry out the same, and all its expenditures there-shall draw interest at the rate specified in the note, shall be repayable by egrantor on demand and shall be secured by the lien of this trust deed. In its connection, the beneficiary shall have the right in its discretion to complete y improvements made on said premises and also to make such repairs to said operly as in its sole discretion it may deem necessary or advisable. property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as in microting this obligation, and trustee's and attorney's fees actually incurred in microting this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pny all costs and expenses, including cost of evidence of title and attorney's feel in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed. The beneficiary will furnish to the granter on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account. premiums, taxes, assessments or other charges when they shall all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and property, or any part thereof, before the same begin to bear interest and property, or any part thereof, before the same begin to bear interest and property, or any part that the property is the same through the beneficiary as aforesaid. The granton greethy authorizes the beneficiary to pay ficiary, as aforesaid. The granton greethy authorizes the beneficiary to pay and all taxes, assessments and other charges levide or imposed grainst and property in the same taxes, assessments or other charges, and to pay the house of the charges of the reserve account; if any, established for that purpose. The granton grant in occurred to be a summer to the property of the same to the property of the same to the pay the control of the beneficiary responsible for failure to have an aurance policy, and the beneficiary hereby is authorized, in the same of the computing the amount of the indebtedness for payment and satisfaction full or upon sale or other acquisition of the property by the beneficiary after shall be \$5.00.

S. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property leasted thereon. Until the performance of any agreement hereunder, grantor shall default in the payment of any indebtedness accurred hereby or of the performance of any agreement hereunder, grantor shall have the right to the performance of any agreement hereunder, grantor shall have the right to the performance of any agreement hereunder, grantor shall have the right to the performance of any agreement hereunder, grantor shall have the right to the performance of any agreement hereunder, and the performance of any agreement of the performance of the perfor

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7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so ivileged may pay the entire amount then due under this trust deed and e obligations secured thereby (including costs and expenses actually incurred enforcing the terms of the obligation and trustee's and attorney's fees exceeding \$50.00 each) other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

8. After the lanse of such time as may then be required by law following recordation of said notice of default and giving of said notice of saic, the tee shall sell said property at the time and place fixed by him in said notice alic, either as a whole or in separate parcels, and in such order as he may deline, at public auction to the highest bidder for cash, in lawful money of the ted States, payable at the time of saic. Trustee may postpone sale of all or portion of said property by public announcement at such time and place of and from time to time thereafter may postpone the sale by public an-

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 interests of the trustee in the trust deed as their interests appear in 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 minterest centricut to such surpust.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or nuccessors to any trustee named herein, or to any successor interest 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 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 asie 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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this Notary Public in and for said county and state, personally appeared the within named
ARTHUR B. VER STEEG and PEGGY J. VER STEEG, husband and wife to the personally known to be the identical individuals... named in and who executed the foregoing instrument and acknown the same freely and voluntarily for the uses and purposes therein expressed. in TESTIMONY WHEREOF, I have hereunto set my hand and affixed my polarical seal the day sead year last above

Notary Public for Oregon
My commission expires:

11-12-74 STATE OF OREGON County of Klomath ss. STATE OF OREGON, ) County of Klamath ss. I certify that the within instrument Filed for record at request of: was received for record on the ..... Klamath CountyTitle day of November , 19.73, at 1:06 o'clock P.M., and recorded in book M-73 on page 14960 on this \_\_\_28\_\_day of \_\_\_Dec\_\_\_\_\_A. D., 19\_73 T USE THIS
E RESERVED
RECORDING
L IN COUNB WHERE
USED.) recorded in Vol. M-73 of mortgages
Page 16485 at \_\_10:53 \_\_\_\_\_o'clock\_\_\_a\_\_\_M. and duly Record of Mortgages of said County. Witness my hand sind source County ffixed. WM. D. MILNE, County Clerk DEXED

## REQUEST FOR FULL RECONVEYANCE

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 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

First Federal Savings and Loan Association, Beneficiary

DATED: