01-09529 A-24075 81053 Vol. M123	Page 16548
TRUST DEED	
THIS TRUST DEED, made this 27th day of December	
THIS TRUST DEED, made this	Jr., as trustee, and
rirest federal savings and LOAN Association of Klamath Falls, Oregon, a co existing under the laws of the United States, as beneficiary;	

## WITNESSETH:

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:

Beginning at a point on the East-West quarter line which lies North 880 57' East a distance of 747.0 feet from the iron axle which marks the onequarter section corner common to Sections 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; Continuing North 88° 57' East a distance of 59.5 feet along the East-West quarter line; thence North 1 12' West parallel to the West Section line of said section 11, a distance of 331.4 feet to a point; thence South 88° 57' West parallel to the East-West quarter line a distance of 59.5 feet to a point; thence South 1° 12' East a distance of 331.4 feet, more or less, to the point of beginning, said tract being in the S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> of Section 11,

Township 39 South, Range 9 East of the Willamette Meridian, There is reserved for road purposes a strip 30 feet wide along the North said of this

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apper-taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all ammings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-generative ease and built-in ranges, dishwashers and other built-in applances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the granter has or may hereafter metalled in or used in Connection WID/100 DOI\_TLARS each agreement of the granter herein contained and the payment of the sum of the sum of the approximeter date therein the approximeter to the sum of the sum

each agreement of the grantor herein contained and the payment of the sum of DIEVEN INCOGAND SEVEN NO/100 DOLLA (11,700.00) Dollars, with interest thereon according to the terms of a promissory note of even dagerererer, payable to the bestificity cyores and made by the grantor, recipal and interest being payable in monthly installments of \$\_\_\_\_\_\_ commencing

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or ethers having an interest in the above described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payment on one note and part on another, as the beneficiary may elect.

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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 heirs, free and carring the said warrant and defend his said title thereto against the claims of all persons whomsoever.

exceptions and administrators shall warrant and defend his said title thereto against the claims of all presons whomsoever. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges leviced against said property. In trust deed, is complete all buildings in course of control of the property in the said property free from all encumbrances having pro-cedence over constructed on said premises within six months after the data constructed on said property which the deed, is complete all buildings in course of control of the property which may be damaged or destroyed action of the said and restore is in four of the data construction is hereafter commenced to or hereafter as the first or the said of the said of the said of the said of the said property which may be damaged or destroyed action of the said of the said property which may be damaged or destroyed action provements on said property which fifteen days after wilding or improvements new or hereafter erected upon said tor by the pail buildings, property and in provements new or no waste of said premises; to Keep all buildings, property and inprovements new or nor hereafter erected upon said tor better may in a sum of the note or other list with the said and the beneficiary may from time to time require so thereafter erected upon said tor better and inprovements new or hereafter erected upon said tor better and the beneficiary may from time to the request by the or such tast deet, in a company or companies acceptable and and with premium paid, to the principal place of business or policy of insurance. If listary do all business is not so the barder and with premium paid, to the principal place of business or policy of insurance. If listary do and provide regularly for the barder at the beneficiary, which insurance adde policy of insurance in so to the officiary may from the tor the provide solution obtain insurance for the barder during the full term of the policy thus obtained.

obtained. In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance promiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payment of the beneficiary, together with and in addition to the monthly payme ecoured before charges due and a horter the terms of the noise or obligation scenared before charges due and also one-thirty-sixth (1/36th) of the insurance promums ing twelve months and also one-thirty-sixth (1/36th) of the scenare charges due and also one-thirty-sixth (1/36th) of the scenare charges due and also one-thirty-sixth (1/36th) of the insurance promums ing twelve months and also one-thirty-sixth (1/36th) of the insurance promums the trust deed remains in effect, as estimated and directed by the use efficiency, this trust deed to the principal of the loan until regular for the several publics with one therefore and shall thereupon be charged but shall be held by the beneficiary inter as a reserve account, without interest to pay said the paymole.

premiums, taxes, assessments or other charges when they shall become due and payable. While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all invarance polledes upon said property, such as the the beneficiary to pay ficiary, as aforesaid. The grant and other charges levied or imposed against any and all taxes, assessments are to be made through the bene-ficiary, as aforesaid. The grant and other charges levied or imposed against any and all taxes, assessments are shown by the statements thereof turnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the one carriers or thoir representatives, and to charge add sums is the principal of the long. If any, established for that purpose. The grantor agrees in no event to for any loss or damage growing out of a delect on any in-aurance policy mins and settle with any insurance company and the beneficiary heres, the beneficiary hereby is authorized, in that to apply any and insurance to account of the bilations secured by the astruct deed. In four any the amount of the indebtdness for payment and estifaction in full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after

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obligation sectired hereby. Should the grantor fail to keep any of the foregoing covenants, then hereficiary may at its option carry out the same, and all its expenditures the hereful draw interest at the rate specified in the note, shall be read-the grantor on demand and shall be secured by the lien of interest feed this connection, the beneficiary shall have the right in therein to compl this connection, the beneficiary shall have the right in the such repairs to s any improvements made on said premises and also to have such repairs to s property as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may deem accessary or advisable. The grantor further agrees to comply with all havs, ordinances, regulations, fores and expenses of this treat in the sole of the sole of the sole of the sole of the the other costs and grant and the intervention of the sole of the sole of the sole of the sole of the intervention of the sole of

The hencificiary will furnish to the grantor on written request therefor an uni statement of account but shall not be obligated or required to furnish further statements of account. It is mutually agreed that:

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It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to consistence, prosecute in its own mane, sportin or defend any ac-tion or proceedings, or to make any compromise or saily portion of the money's such taking and, if it so elects, to require that all or supportion of the money's payable as compensation for such taking, which attorney's fees necessarily paid or incurred by the grantor in such proceedings in such proceedings, and the balance applied upon the indebtedness accured arceute such instruments a shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

In Inconstry in outaining such compensation, promptly upon the beneficiary's request.

At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full request), without affecting the payment of a solution of the indubtedness, the trustee may (a) liability of any person of any any or plat of solid property; (b) Join in granting consent to the mathematican determined or the property. The granted head of the property is determined by the described as the "person or parents leads the approximation" and the property. The granted head is a solid property in the solid property and the property and the property and the property is and the property is and the property is a solid property in the paragraph shall be \$5.00.

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6. The entering upon and taking possession of said property, the collection of such rents, issues and profils or the proceeds of fire and other insurance po-letes or compensation or awards for any taking or damage of the property, and the application or release thereof, as aloresaid, shall not cure or waive any de-fault or notice of default hereunder or invalidate any act done pursuant to

6. The grantor shall polify beneficiary in writing of any sale or con-tract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information ecocorning 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 mediately due and payable by delivery to the trustee of writes half end to be trust property and notice of default and election to sell the trust property at notice of default and election to sell the trust property and notice of default and election to sell the trust property and notice of default and election to the beneficiary shall deposite with the trustee this trust deef and all promissory noise and documents evidencing expenditures secured hereby, whereupon the required by law.

7. After default and any time prior to five days before the date set the Trustee for the Trustee's sule, the grantor or other purson so ligged may be chile aniout then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred enforting the terms of the obligation and trustee's and stionrey's fees exceeding \$0.00 each) other than such portion of the principal awould then be due had no default occurred and thereby cure the default.

6. After the laps of such time occurring that that the provide the law following the recordation of said motice of default and giving of said notice of als, the trustee shall sell said property at the time and place fixed by him is said notice of sait, either as a whole or in separate parcels, and in such order as he may determine, at public such to the said base of the said base of the said property by public anouncement at such time and place of all parts.

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nouncoment at the time fixed by the proceeding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, converging the pro-porty so told, but without any coverant or warranty, supress or implied. The recitias 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.

9. When the Trustee sells puruant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the souther and the including the compensation of the trustee, and a trust deed. (3) To all persons having recorded lines 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.

deed or to his successor in interest cluttee to such surplus. 10. For any reason permitted by law, the beneficiery may from time to time appoint a successor or successors to any trustee insund brein, or to any successor trustee appointed herounder. Upon such appointers and without con-versance to the successor trustee, the upon such appointed herounder. Reach such appointent and successor the trust each series in anised or appointed herounder. Reach such appointent and successor in the struct deed and its place of reand, the builds, consorted in the office of the county clerk or recorder of the counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

proper appointment of the successor trustee, such or conclusive proof of 11. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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 putty 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, legates dwires, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including hereto, the courde herety, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the mas-culture grader includes the feminine and/or neuter, and the singular number in-cludes the plural.

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

Goler (SEAL) ig A Rales (SEAL)

County of Klamath 1973, before me, the undersigned, a THIS IS TO CERTIFY that on this 27 day of December Notary Public from for sold county and state, personally appeared the within named DAVID J., ROLER AND JILL D. ROLER, 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.

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

(SEAL) ) (SE

TRUST DEED

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STATE OF OREGON

Loan No. ..

Grante

то FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS

540 Main St. Klamath Falls, Oregon

I certify that the within instrument was received for record on the 28 ..... day of \_\_\_\_\_\_Dec\_\_\_\_\_, 19...73, at 3:40... o'clock ....pM., and recorded in book M-73 on page 16548. Record of Mortgages of said County.

 $\left. \begin{array}{c} \text{STATE OF OREGON} \\ \text{County of Klamath} \end{array} \right\} \hspace{0.1 cm} \text{ss.}$ 

Witness my hand and seal of County affixed.

Wm. D. Milne By Mary L Junion County Clerk By Mary L Junion Country Clerk Beguty 4.00

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

No. The state in

DATED

The undersigned is the legal owner and holder of all indebiedness 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 indebiedness 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.

AND THE STORE

First Federal Savings and Loan Association, Beneficiary