28-6600 01-09558 86835

TRUST DEED

19 74 between THIS TRUST DEED, made this 25thiay of February CARY GREGG MYKLEBUST AND BARBARA ANN MYKLEBUST, husband and wife

AKA Barbara Myklebust , 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;

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:

Lot 26 in Block 5, Tract No. 1037 FIFTH ADDITION TO SUNSET VILLAGE, Klamath County, Oregon.

which said described real property does not exceed three acres, togethor with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or horeafter belonging to, derived from or in anywise apper-taining to the above described premises, and all plumbing, lighting, heating, ventilating, dirconditioning, reinferenting, watering and irrigation staining to the above described premises, and all plumbing, lighting, heating, ventilating, dirconditioning, reinferenting, watering and irrigation staining to the above described premises, and all availage, ventilan blinds, floor covering in place such as wall-to-wall carpeting and line apporatus, equipment and fixtures, together with all availage, ventilan blinds, floor covering in place such as wall-to-wall carpeting and line apporatus, equipment and fixtures, together with all availage, ventilan blinds, floor covering in place such as wall-to-wall carpeting and line apporatus, equipment and fixtures, together with all availage, ventilan blinds, floor covering in place such as wall-to-wall carpeting and line apportatus, equipment and fixtures, together with the grantor has or may hereafter acquire, for the purpose of securing performance of described premises, including all interest therein according to the sum of TWENTY NINE THOUSAND SIX HUNDRED each agreement of the grantor herein contained and the payment of the sum of TWENTY DOLLARS AND NO/100 (s. 29, 650.00) Dollars, with interest thereon according to the terms of a promissory note of even date between date based to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of s. 288.68 countering ADT11_10_19_17_4.

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more than one note, the beneficiary may credit payments feetiest by mother, 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 her beneficiary herein that the said premises and property conveyed by this trust deed are free and clear doministrators shall warrant and defend his said title thereio against the said premises and property for the property and the said title thereio against doministrators shall warrant and defend his said title thereio against disc claims of all percents whomsever. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and there charce levied against thereof and, when due, all taxes, assessments and there charce levied against thereof and, when due, all bareats as a set of the term in the date or hereafter constructed on said hereafter commerced; to repair and restore hereof or the date consworkmanike manner any building or improvement on promptly and in the may be damaged or destroyed and pay, when due, all said property therefor; to allow beneficiary to improvement on there of the date consworkmanike manner any building or improvement on promptly and in the may be damaged or destroyed and pay, when due, all said property therefor; to allow beneficiary to inspect said property at all to meneficiary within fifteen days after written notice from beneficiary of such meneficiary within fifteen days after written notices from beneficiary of such now asit of anid premises; to keep all buildings and improvements now or hereafter receited on said premises; to keep all buildings and improvements now or hereafter is a sum ont less thered, in a sompany or companies acceptable to the bene-ted on such the stated, in a sompany or companies acceptable to the bene-ticary, and to deliver the original poiley of insurance in correct form and with streament observer due to any such poiley of insurance in the topic of the streat do

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and haurance prehiums, the grantor agrees to pay to the beneficiary, together bayable under the terms of the note or obligation secured principal and mout could to one-twelth (1/12th) of the faxes, assessments and hereby, any provide the terms of the note or obligation secured of principal and mout could to one-twelth (1/12th) of the faxes, assessments and provide the same to asid property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums mayable with respect to asid property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiar of several purposes thereof and shall thereupon be charged to all shall be held by the beneficiary in true, as a reserve account, without interest, to pay said premume, taxes, assessments or other charges when they shall become due and payable.

premiums, taxes, assessments or other charges when they shift 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 sike to pay permute an all insurance policies upon said property, such payments are to find the bene-policies upon said property, such payments are to the sente before against any and all taxes, assessments and other hereby such arges levied or imposed against said property in the amounts as showned to other charges levied or imposed against here of the collector of such taxes, assessments on other charges levied or imposed against insurance premiums in the amounts shown on the statements thereof turnished by the collector of such taxes, and others, and to charge said sumited by insurance particulars of the cital shown on the statements submitted by the finaurance carriers or their that purpose. The grantor agrees the reserve account, if amount as shown the sums which may be required from surance policy, and and tettle with any insurance company and to about any insur-ance written or for the beneficiary hereby is authorized, in the event of any loss, to compromise had tettle with any insurance company and to apply any loss, to compromise and still with any insurance or the adained for any in-sure insurance requisition of the industances for payment and sailsatoin in computing the amount of the industones for payment and sailsatoin in computing the samount of the industones for payment and sailsatoin in computing the amount of the industones for payment and sailsatoin an computing the samount of the industones for payment and sailsatoin in computing the samount of the industones for payment and sailsatoin in computing the samount of the industones for payment and sailsatoin an computing the samount of the industones for payment and sailsatoin in computing the samount of the industones for payment and sailsatoin in computing the samount of the in

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 others in soits or notes. If the indebtedness secured by this trust deed is evidenced by mote than 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.

Vol. 74 Page 3417

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obligation secured hereby. Should the grantor fail to keep any of the foregoing cuvenants, then the beneficiary may at its option carry out the same, and all its expenditures there-for shall draw interest at the rate specified in the note, shall de reparable by the grantor on demand and shall he secured by the lien of this trust deed, in this connection, the beneficiary shall have the right in its distribution to complete any improvements inside on said premiers and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may drem 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, free and expenses of this trust, including the cost of tills exact, as well as the other costs and expenses of the trustee incurred in connection with as well as in enforcing this obligation, and trustee's and attorney's feer actually incurred; to appear in and defend any action or proceeding purporting to affect the sect, and expenses, including cost of evidence of litte and attorney's fees and costs and expenses, including cost of evidence of litte and attorney's fees and expenses, including cost of evidence of litte and attorney's fees and expenses, including cost of evidence of litte and attorney's fees and expenses, including cost of evidence of litte and attorney's fees reasonable sum to be fixed by the court, in any suit brought by ben-ficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any 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 under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or actitizent in connection with such taking and, if it so elects, to require that all or any portion of the money's parable as compensation for such taking, which are in across of the amount are quired to pay all reasonable costs, expenses and attorney's free octs beneficiary and applied by the grantor in such proceedings, shall be paneses and attorney's free necessarily paid or incurred by the scented the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the beneficiary's 2. At any time and from time to time upon written request of the bene-ficiary, payment of itselfees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the insbilly of any person for the payment of the indebteines, the trutter may of consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereoi; (d) reconvey-ment may be described as the "person or persons legally entitled thereto" and the rectains therein of any matters or facts shall be conclusive proof of the truthfulness intereor. Truffee's fees for any of the services in this paragraph shall be 5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profils of the pro-perty affected by this deed and of any personal property located thereon. Units perty affected by this deed and of any personal property located thereon. Units perty affected by this deed and of any personal property located thereon. Units perty affected by this deed and of any personal property located thereon. Units perty affected by this deed and of any personal property located thereon. Units perty affected by this deed and of any personal property located thereon. The test all such rents, lasues, royalites and profils earned prior to default as they become due and payable. Upon any default by the grantor hereundry, by a re-celver to be appointed by a court, and without regard can take possesion of said property, or any part thereof, in its own name due and unpaid, and apply the same, less costs and expenses of operation and locations, and in such order as the beneficiary may determine.



70 70 す水 3418 1112 端に行いてい STATE OF OREGON; COUNTY OF KLAMATH; 55. TRANSAMERICA TITLE INS. O A. D. 1971 at Loclock PM., and Filed for record at request of _____ this 11:20 day of MARCH ____ on Page 3417 duly recorded in Vol. M. 74, of ____MORTGACES_ / Wm D. MILNE, County Clerk 0 Chia FEE \$ 6.00 By. が消況の 1.16 ۴ 1 $\{G_1\}$ 19:5 1 Sec. . . de. Silo Main 3 2 col in Sart Mr. K.S. . West of a to all 00/8 198.24 1 "花文"。"这种 * 1e 9 Sec. A HALL LAND **Ŧ**. at the state of the 1.26