

87358

TRUST DEED

THIS TRUST DEED, made this 1st day of April, 1974, between
GEORGE A. PONDELLA, SR. AND ADELINE M. PONDELLA, Husband and Wife
 In trust for and

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 6 in Block 12 of Tract 1006 known as SECOND ADDITION TO CYPRESS VILLA,
Klamath County, Oregon.

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, whether such plumbing, heating, ventilating, air-conditioning, refrigerating, or in anywise wa-
tering and irrigation apparatus, equipment and fixtures are either with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lin-
oleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above
described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of

TWENTY SIX THOUSAND FOUR HUNDRED
AND NO/100 DOLLARS

each agreement of the grantor herein contained and the payment of the sum of _____ AND NO/100 DOLLARS payable to the
(\$ 26,400.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith commencing
beneficially on order and made by the grantor, principal and interest being payable in monthly installments of \$ 198.30 commencing
the day of _____ 19____.

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 having an interest in the above described property, as may be evidenced by notes or mortgages. If the indebtedness secured by this trust deed is evidenced by notes or mortgages, the beneficiary may credit payments received by it upon more 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.

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, executors and administrators shall warrant and defend his said title 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 charges levied against said property; to insure the same against fire and other casualties; to defend against the claims of all persons who may sue;

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and charges levied against said property; to insure the same against fire and other casualties; to defend against the claims of all persons who may sue;

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and charges levied against said property; to insure the same against fire and other casualties; to defend against the claims of all persons who may sue;

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the sum of the taxes, assessments or other charges due and payable with respect to said property within each succeeding twelve (12) months or one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said property within each succeeding twelve (12) months, together with respect to said property within each succeeding twelve (12) months, this trust deed remains in effect, as each and every one of the years which the sum shall be due, and the principal of the loan until required for the sum shall be due, and thereof and shall thereupon be turned to the principal of the loan, or, at the option of the beneficiary, the sum shall be paid by the beneficiary in trust for the principal of the loan, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable.

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, the grantor agrees to pay premiums on all insurance policies upon the above described property, and such payments are to be made through the beneficiary named herein, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges, and the premiums thereon against said property in the amounts shown by the statements thereof furnished by the collector or assessors, or by the insurance carriers, and to pay the same by the collection of premiums in the amounts shown on the statements submitted to the insurance carriers or their representatives, and to require the insurance carriers to refund the amount of such payments which may be required from the principal of the loan or to reimburse the beneficiary for that purpose. The grantor agrees to hold the beneficiary responsible for failure to have any insurance policy, or to compromise or discharge any claim or liability in any insurance policy, and the beneficiary agrees to hold the grantor responsible in any instance written or for any loss or damage growing out of any such claim or liability, and to indemnify the grantor, and to hold the grantor harmless, in the event of any insurance policy, and the beneficiary agrees to hold the grantor harmless in the event of any compromise or discharge of any claim or liability in any insurance policy, and to apply any loss, to the compromise or discharge of any claim or liability in any insurance policy, and to compute the amount of the indebtedness for payment of any such claim or liability, or upon sale or other acquisition of the property by the beneficiary after

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 grantor 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 add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable to the grantor on demand and shall be secured by the lien of the trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said 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 fees and expenses of this trust, including the trustee's fees actually incurred in enforcing this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action or suit brought or threatened to be brought to affect the security hereof or to enforce the obligations of the beneficiary or trustee; and to pay all reasonable expenses, including cost of evidence of title and attorney's fees, which the beneficiary or trustee may be forced to pay in any action or proceeding in which the beneficiary or trustee is or may be forced to 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 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 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 prosecute in its own name, appear in or defend any action, suit or proceedings, or to make any compromise or settlement in connection with the taking or proceedings, or to make any compromise or settlement of any portion of the money's such taking and, if it so desires, to pay for the taking of any portion of the money's such taking, and compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and disbursements, and shall be paid to the beneficiary or incurred for or by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in connection herewith; and the grantor agrees, balance applied to the expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, promptly upon the beneficiary's request.

[illegible][illegible]

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning 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 immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person as privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. 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.

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 permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance 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 clerk or recorder 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 sale 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.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

George A. Pondella (SEAL)
Adeline M. Pondella (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 14 day of April, 19 74, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

GEORGE A. PONDELLA, SR. AND ADELINE M. PONDELLA, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Lucy Owens
Notary Public for Oregon
My commission expires: 5-14-76

Loan No. _____

TRUST DEED

Grantor

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St.
Klamath Falls, Oregon

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

FEF \$ 4.00

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 14th day of APRIL, 19 74 at 11:21 o'clock A M., and recorded in book M 74 on page 4111 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

By *Magdalen Dragil*
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, Trustee

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 same.

First Federal Savings and Loan Association, Beneficiary

by _____

DATED: _____, 19 _____