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THIS TRUST DEED, made this 19th day of July, 19 74, between
ROGER LEE HARMS/AND ESTHER ELIZABETH HARMS, husband and wife
AKA ROGER L. HARMS

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 4 in Block 5 of LaWanda Hills Tract No. 1002, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rights, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to or in anywise appertaining to the above described premises, and oil plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all cranes, winches, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and bulkhead 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 each agreement of the grantor herein contained and the payment of the sum of **THIRTY ONE THOUSAND NINE HUNDRED**

\$31,950.00 FIFTY ONE THOUSAND NINE HUNDRED
 Dollars, with interest thereon according to the terms of a promissory note of even date hereto, payable to the
 beneficiary at order and made by the grantor, principal and interest being payable in monthly installments of \$252.41 commencing
 October 25, 1951.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned heretofore by the beneficiary to the grantor or others, having an interest in the above described property, as evidenced by a note or notes. If the indebtedness secured by this trust deed exceeds a sum more than one note, the beneficiary may credit payments received by it upon any of the notes, and may make 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 hold good title against the claims of all persons claiming under him or her.

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 be paid by the grantor. The costs specified in the note shall be payable by the grantor on demand and without notice to the beneficiary.

[illegible]

In order to provide regularly for the prompt payment of said taxes, assessments, or any other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments, or other charges and payable with respect to said property within each succeeding twelve months, and also the interest thereon, within each succeeding twelve months with respect to said property within each succeeding year. Until this trust deed remains in effect, as estimated and directed by the beneficiary, several purposes thereof, the principal of the loan until required for the loan; or, at the option of the beneficiary, the sum of the principal of the loan by the beneficiary in trust as a reserve account, without interest, to pay said taxes, assessments or other charges when they shall become due and payable.

[illegible]

2. As an additional security, grantor hereby assigns to beneficiary during the continuance of this trust all rents, issues, royalties and profits of the property affected by this trust, including any property located thereon. Until the performance of any agreement hereunder, grantor shall have the right to receive all rents, issues, royalties and profits earned prior to default as the beneficiary may at any time without notice, either in person or by attorney, to be appointed by a court, and without regard to the adequacy of said property, or any part thereof, hereby secured, entered upon and take possession of the rents, issues and profits, including those due and to be received, and apply the same, less costs and expenses of operation and collection, including and applying to the same, upon any indebtedness secured hereby, and in such order as the beneficiary may deem proper.

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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 so 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 recording 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 trustee's sale 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 pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing the deed, 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.

Roger Lee Harms (SEAL)

Esther Elizabeth Harms (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 19 day of July, 1974, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named ROGER LEE HARMS AND ESTHER ELIZABETH HARMS, husband and wife
AKA ROGER L. HARMS

to me personally known to be the identical individuals 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)

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

Loan No. _____	STATE OF OREGON } ss. County of Klamath }
TRUST DEED	I certify that the within instrument was received for record on the <u>23rd</u> day of <u>July</u> , 19 <u>74</u> , at <u>11:40</u> clock A. M. and recorded in book M-74 on page <u>8940</u> Record of Mortgages of said County.
TO Grantor	Witness my hand and seal of County affixed.
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	Wm. D. Milne County Clerk
Beneficiary	By <i>Richard Owens</i> Deputy
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	Fee \$11.00

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

DATED: _____, 19____ by _____

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