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TRUST DEED Vol. 74 Page 9569

19 74 between THIS TRUST DEED, made this 30thday of July EDWARD E. BJURSTROM and PHYLLIS L. BJURSTROM, husband and wife

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 2 in Block 6 of Tract 1063, THIRD ADDITION TO VALLEY VIEW, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appartonances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or horeafter belonaing to derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, afresonditioning, refrigerating, watering and investion apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place cach as well to wall competing and line apparatus, equipment 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 granter has or may hereafter acquire, for the purpose of severing performance of each agreement of the granter herein contained and the payment of the sum of TWENTY-ONE THOUSAND FIVE HUNDRED (\$21,500.00). Dollars, with interest thereon according to the terms of a promisery note of even dure herewith payment of the beneficiary or order and made by the granter, principal and interest belong payable in monthly installments of \$109.25.

This trust deed shall further secure the payment of such additional money, if any, as may be leaved by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note or note. If the indebtedness secured by this trust deed is evidenced by 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 frust deed are fee and clear of all encounbrances and that the armitor will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover.

recentors and administrators shall warrant and defend his said title thereto against the claims of all persons who mosever.

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 said property to keep add property for from all encountries are the said property to keep and property for from all encountries are the construction of the date construction is becentier commenced to repair and restore promptly and in good workmanilise manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfied and times during construction; to replace any work or materials unsatisfied and times during construction; to replace any work or materials unsatisfied a such beneficiary within fifteen days after written improvements now or hereafter constructed on said property in good repair and to comment or suffer now or hereafter exceed on said premises continuously insured against loss by fire or such other hazards as the heneficiary hay from time to time require, in a sum not less than the original principal sum of the node or oblic tiles assecuted by this trust deed, in a company or companies acceptable form and with approved loss payable clause in favor of business of the heneficiary and with friend models of insurance is not so tendered, the heneficiary may in its own discretion obtain insurance for the henefic dary may in its own discretion obtain insurance for the henefic dary may in its own discretion obtain insurance for the henefic dary when the surance. If

discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancelable by the granter during the full term of the policy thus obtained.

In order to provide regularly for the prount payment of said taxes, assessments or other charges and insurance penduns, the cranter agrees to pay to the beneficiary, together with most the terms of the note or obligation secured principal amount of the property of the property within secured principal amount of the property of the property within each succeeding these years while the true the property within each succeeding these years while the true the report to said property within each succeeding three years while the true there is no pay and property within each succeeding three years while the true the deed remains in effect, as estimated and directled by the beneficiary, such aums to be credited to the principal of the loan until a quired for the several purposes thereof and shall therupen be charged by the beneficiary, as the option of the beneficiary the sum of the principal of the beneficiary that the property with the principal of the beneficiary that the property with a property of any part thereof, before the same begin to be at interest and also to pay promisms on all insurance promisms to be amount and property in the amounts as shown by departments thereof furnished by the collector of such lazes, assessments thereof furnished by the collector of such lazes, assessments thereof furnished by the collector of such lazes, assessments and other charges, and to pay the insurance corrients or the payments are to be made through the hope flictury, as aforesaid. The granter hereby authorizes the beneficiary furnished by the collector of such lazes, assessments when the property in the amounts as shown by derect charges, and to pay the insurance corrients or the lazes, assessments on the statements submitted by the insurance corrient or the such as a shown on the statements submitted by the insurance corrient or the such as a shown on th

The granter further agrees to cought with all laws, orderines, regulations, for indicated approximate solutions and restrictions affecting said projectly, to pay all costs, for and appears of the trees, memory the cost of accordances with the other costs and expenses of the tructee memory in commercion with the other costs and expenses of the tructee memory for expensive the superior this obligation, and further is an attorneys for setting hearted, to appear in and defend any action or proceeding purporting to affect the section by hereof or the rights or powers of the benefit any or trustee, and costs in a casualtie sum to be fixed by the court, in any such a time cost in a casualtie sum to be fixed by the court, in any such a time through the which the benefiteary or trustee may appear and in any out brought by this trust deed.

It is mutually agreed that

shall be \$4.00.

3. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts all tents, issues, toyalities and profits of the property affected be this deed and of any personal property leasted thereps. Until traintee shell default in the payment of any indebtedness secured bereby or in the performance of any agreement hereunder, granter shall have the right to consider the performance of any agreement hereunder, granter shall have the right to consider a success of the performance of any agreement hereunder, granter shall have the right to consider the performance of any agreement hereunder, granter shall have the right to consider the performance of the same, least costs and expenses of operation and culturately fees, upon any indebtedness secured hereby, and in such order as the heneficiary may determine.



truthfulness thereof. Any person, excluding the trustee but including the grantor and the henricitary, may purchase at the saic.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the process of the trustee's sale as follows: (1) To the obligation secured by the fire expenses of the sale including the compensation of the trustee, and a trustee shall apply the process of the trustee's sale as follows: (1) To the obligation secured by the fire expenses of the sale including the compensation of the trustee, and a trust deed, (3) I old persons in the trustee's against the sale shall interest appear in the trust deed as their interests appear in the order of their priority. (4) The surpluss, 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 successor rusts excessor is not trustee, and they are appointed hereunder. Upon such appearing the successor rusts excessor is the successor trust and by with the surplus and duties conference or successor trusts, the latter shall be vesified in all tills, powers and appointment and out any trustee herein named or appointed except which, when recorded herein shall be made by withten instrument executed record, which, when recorded herein shall be fire of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trusts, successor trusts, to notify any party hiereto of pending sale under any other deed of trust or of party unless such action or proceeding is brought by they trustee is not obligated any action or proceeding in which the grantor, herefolder, or trustee shall be a party unless such action or proceeding is brought by the trustee.

11. The deed applies to, inures to the hereofit of, and binds all parties assign. The term "beneficiary" shall mean the holder and owner as and piedgee, of the note secured wisees, administrators, executors, successor 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 saic, the recordation of said notice of the time and place fixed by hin in said of saic, either as a whole or in separate parcels, and he such order as he may be common, at public auction to the highest bridge for each, in lawful money could not be a said to the control of the said property as the said. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of saic and from time to time thereafter may postpone the sale by public ansaic and from time to time thereafter may postpone the sale by public announcement. 122 M IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Edwif Exerction STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this. 5 day of AUGUST July Notary Public in and for said county and state, personally appeared the within named EDWARD E. BJURSTROM and PHYLLIS L. BJURSTROM, husband and wife , 19 74 , before me, the undersigned, a to me personally known to be the identical individual .S named in and who executed the friegoling instrument and arknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have becount set my hand and affixed my negatial seal the day and your last above write Notary Public for Oregon
My commission expires 11-12-7 (SEAL) Loan No. STATE OF OREGON (TRUST DEED County of Kirmath I certify that the within instrument was received for record on the 6th day of All 1977 . 19 7h at 11:03 orlock M., and recorded to breek 7. on paris 2509 R send of Mortsages of said County. SPACE: RESERVED FOR RECORDING LAREL DI COUN-TIES WHERE USED! TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Witness my head and soul of County offixed. After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Orogon REQUEST FOR FULL RECONVEYANCE To be wend only when chiliquilons have been paid. TO: William Ganong The undersigned is the legal owner and holder of all indebtedness secured by the Locating trust deed. All sums recured by said trust deed have been fully paid and satisfied. You hereby are directed, an 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 same. First Federal Savings and Loan Association, Beneficiary

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