

0140-421

28-7526

91936

TRUST DEED

Vol. 74 Page

9868

THIS TRUST DEED, made this 30th day of July, 1974, between
VAN V. PERRY and SHAWNA B. PERRY, husband and wife

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:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Section 2 Township 39 South, Range 9 East of the Willamette
Meridian, which point is North 0°35' West 1191.2 feet from the
Southwest corner of the said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2; thence
continuing North 0°35' West along said West line a distance of
75 feet; thence North 89°25' East 135 feet; thence South 0°35'
East 75 feet; thence South 89°25' West 135 feet to the point of
beginning, being a parcel of land in the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$
of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2 of Township 39 South, Range 9
East of the Willamette Meridian.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments,
rents, 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 awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lino-
leum, 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
each agreement of the grantor herein contained and the payment of the sum of 20,900.00 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the
beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$175.81, commencing
September 10th, 1974.

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 other
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 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 other charges levied against
said property; to keep said property free from all encumbrances having pre-
cedence over this trust deed; to complete all buildings in course of construction
or hereafter constructed on said premises within six months from the date
hereof or the date construction is hereafter commenced; to repair and restore
hereof or the date construction is hereafter commenced; to repair and restore
promptly and in good workmanlike manner any building or improvement on
said property which may be damaged or destroyed and pay, when due, all
costs incurred therefor; to allow the beneficiary to inspect said property at all
times during construction; to replace any work or material unsatisfactory to
the beneficiary within fifteen days after written notice from beneficiary of such
fact; not to remove or destroy any building or improvements now or hereafter
constructed on said premises; to keep all buildings and improvements now or
hereafter erected upon said property in good repair and to complete or repair
or waste of said premises; to keep all buildings, property and improvements
now or hereafter erected on said premises continuously insured against loss
by fire or such other hazards as the beneficiary may from time to time require
in a sum not less than the original principal sum of the note or obligation
secured by this trust deed, in a company or companies acceptable to the bene-
ficiary, and to deliver the original policy of insurance in correct form and with
approved loss payable clause in favor of the beneficiary attached and with
premium paid, to the principal place of business of the beneficiary at least
fifteen days prior to the effective date of any such policy of insurance. If
said policy of insurance is not so tendered, the beneficiary may in its own
discretion obtain insurance for the benefit of the beneficiary, which insurance
shall be non-cancelable by the grantor during the full term of the policy thus
obtained.

In order to provide regularly for the prompt payment of said taxes, assess-
ments 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 and interest payable under the terms of the note, the sum of
hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and
other charges due and payable with respect to said property within each succeed-
ing twelve months, and also one-twelfth (1/12th) of the insurance premiums
payable with respect to said property within each succeeding twelve months.
This trust deed remains in effect, as estimated and directed by the beneficiary,
until the sum of the taxes, assessments and other charges levied on the property
several purposes thereof and shall be charged to the principal of the loan; or,
in the option of the beneficiary, the sum so paid shall be held by the
beneficiary in trust as a reserve account, without interest, to pay said
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 insurance
policies upon said property, such payments are to be made through the ben-
eficiary, as aforesaid, and the grantor hereby authorizes the beneficiary to pay
any and all taxes, assessments and other charges levied or assessed against
said property in the amounts as shown by the statements thereof furnished
to the beneficiary by the taxing authorities or the insurance carriers or their
representatives, and to charge said sums to the principal of the loan or to
withdraw the sums which may be required from the reserve account, if any,
established for that purpose. The grantor agrees to hold the beneficiary
harmless from any loss or damage resulting out of a default or non-payment
of any such insurance policy, and the beneficiary hereby is authorized, in the event of any
loss, to compromise and settle with any insurance company and to apply any
such insurance receipts upon the obligations secured by this trust deed, in
computing the amount of the indebtedness for payment and satisfaction, in
full or upon sale or other disposition of the property by the beneficiary.

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 reasonable costs,
expenses and attorney's fees incurred in the process, shall be repayable by
the grantor on demand and shall be secured by the lien of this 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
the other costs and expenses of the trustee incurred in connection with or
in enforcing this obligation and trustee's and attorney's fees actually incurred;
to appear in and defend any action or proceeding brought to affect the securi-
ty hereof or the rights or powers of the beneficiary or trustee; and to pay all
reasonable expenses, including cost of evidence of title and attorney's fees in a
reasonable sum to be fixed by the court, in any suit brought by or for the ben-
eficiary 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:

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 commence, prosecute in its own name, appear in or defend any ac-
tion or proceedings, or to make any compromise or settlement in connection with
such taking and, if it so elects, to require that all or any portion of the money
payable as compensation for such taking, which are in excess of the amount re-
quired to pay all reasonable costs, expenses and attorney's fees necessarily paid
and applied by it first upon any reasonable costs and expenses and attorney's
fees necessarily paid or incurred by the beneficiary in such proceedings, and the
balance applied upon the indebtedness secured hereby; and 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.

2. At any time and from time to time upon written request of the ben-
eficiary, the grantor shall execute and deliver to the beneficiary a deed of
conveyance (in case of full redemption of this deed and the note for en-
tirety of any person for the payment of the indebtedness), without affecting the
liability of any person for the payment of the indebtedness, the trustee may (a)
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
of other agreement affecting this deed or the lien or charge hereof; (d) reconvey,
without warranty, all or any part of the property. The trustee is not bound
unless it is determined as the "person or persons legally entitled thereto" and
truthfulness thereof. Trustee's fees for any of the services in this paragraph
shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the
continuance of these trusts all rents, issues, royalties and profits of the prop-
erty, and the grantor shall execute and deliver to the beneficiary a deed of
conveyance (in case of full redemption of this deed and the note for en-
tirety of any person for the payment of the indebtedness), without affecting the
liability of any person for the payment of the indebtedness, the trustee may (a)
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
of other agreement affecting this deed or the lien or charge hereof; (d) reconvey,
without warranty, all or any part of the property. The trustee is not bound
unless it is determined as the "person or persons legally entitled thereto" and
truthfulness thereof. Trustee's fees for any of the services in this paragraph
shall be \$5.00.

9869

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 of 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 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 as 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 in 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 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.

VAN V. PERRY *Van V. Perry*
BY: *Shawna B. Perry* (SEAL)
His Attorney In Fact
Shawna B. Perry (SEAL)

STATE OF OREGON) ss.
County of Klamath

THIS IS TO CERTIFY that on this 1 day of August July, 19 74, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named VAN V. PERRY and SHAWNA B. PERRY, husband and wife

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) *Ernest V. Brown*
Notary Public for Oregon
My commission expires: 11-12-74

ATTORNEY IN FACT
State of Oregon) ss:
County of Klamath

STATE OF OREGON)

Personally appeared Shawna B. Perry, who, being duly sworn, did say that she is attorney in fact for Van V. Perry and that she executed the foregoing instrument by authority of and in behalf of said principal; and that she acknowledged said instrument to be the act and deed of said principal.
Before me:

Ernest V. Brown
Notary Public for
My commission expires: 11-12-74

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 13th day of AUGUST A. D., 19 74 at 10:54 o'clock AM., and duly recorded in Vol. M 74 of MORTGAGES on Page 2868

Ref 3 Seal 8/1/74
143-2942 Seal 8/1/74

FEES \$ 4.00

WM. D. MILNE, County Clerk
By *Phyllis L. Dwyer* Deputy

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19 _____