

A-24498

TRUST DEED

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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 8 in Block 3 of First Addition to Bureker Place,
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 extend three acres together with all and singular the appurtenances thereto in anywise appertaining to the above described premises, and all plumbers, hatters, heating, ventilation, air conditioning, and electrical work installed, together with all coverings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, 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

(\$ 16,000.00) 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 counter, enclosed and interest to be paid by the bank.

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 a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the grantor hereby agrees that the payment of any of said notes or part of any payment on one note and part on another note shall constitute payment of all such indebtedness.

and similar horse exercises in and with the master and the horse.

executors and administrators shall warrant and defend his said test. &c.

The grantor covenants and agrees to pay said note according to the terms

[illegible]

the undersigned certifies that the above-named person, firm, or corporation, is a bona fide owner of the property herein described, and that the same is being sold to the Government under the terms of the War Relocation Authority Act, 1942, and the War Relocation Administration Order No. 1, 1943, and that the proceeds of the sale of the property herein described will be used for the benefit of the war relocation authority.

any money received, and the amount of the interest on the promissory note with respect to said promissory note, not exceeding three years after the date of the making of the same, as determined and directed by the court.

several purposes thereof and shall therefore be charged to the principal of the same.

the beneficiary is listed as a reserve account without interest to the said beneficiary, heirs, representatives or other charges when they shall become due.

[illegible]

It is no need to hold the necessary respect for these men, their
distill, which are the necessary means of a better life
and the necessary means of a better life.

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 governing body may, at its discretion, suspend the collection of such charges until such time as the reserve account is sufficient to pay the same. The governing body may at its discretion suspend the collection of such charges for a period of not more than ten days after such demand, the beneficiary may at the expiration of such period, if default is made, prosecute for collection of such charges.

for shall draw interest at the rate specified in the note, shall be repayable by

[illegible]

FOR IMMEDIATE RELEASE OF AGENCY

[illegible][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 policy 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 other trust for sale of the above described property and furnish beneficiary on a form supplied to him with such personal information concerning the purchaser as would reasonably 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 trustee 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 have been due had no default occurred and thereby terminate the deed.

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, as aforesaid, subject to the lien of the trust deed and any other liens on 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 of public sale.

9. The trustee shall apply the proceeds of the trustee's sale as follows: (1) To the payment of the debt secured by this deed in full as required by law, covering the property so sold, but without any covenant or warranty, express or implied, the trustee in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the trustee but excluding the grantor and the beneficiary, may purchase at the sale.

10. 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 payment of the debt secured by this deed in full as required by law, covering the property so sold, but without any covenant or warranty, express or implied, the trustee in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the trustee but excluding the grantor and the beneficiary, may purchase at the sale.

11. 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 treated with all the powers and duties conferred upon any trustee herein named or appointed hereunder. 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.

12. Trustee accounts 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 to which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

13. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legal devisees, administrators, executors, successors assigns, the beneficiary, beneficiary's heirs, assigns and owners, including persons claiming under this deed, and all persons claiming under a beneficiary herein, in testimony, this deed and wherever 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.

Stephen L. Suhrie (SEAL)
Linda Sue Suhrie (SEAL)

STATE OF OREGON
County of Clatsop

ss.

AUGUST 1971

Notary Public in and for said county and state, personally appeared the within named **STEPHEN L. SUHRIE AND LINDA SUE SUHRIE**, 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

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

DEED

Notary Public for Oregon
My commission expires 10-25-74

TRUST DEED

THIS DEED BEING THE FIRST OF ITS KIND TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF CLATSOP COUNTY, OREGON, ON AUGUST 19, 1971, AT 3:40 P.M., AND RECORDED IN BOOK 107, PAGE 107.

WITNESSES THE NOTARY PUBLIC AND TWO CREDITORS OF THE GRANTOR.

STATE OF OREGON
County of Clatsop

I hereby certify that the within instrument was received for record on the day of AUGUST 19, 1971, at 3:40 P.M., and recorded in Book 107, Page 107, of the records of the County of Clatsop, Oregon.

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

1. The undersigned is the legal owner and holder of all indebtedness secured by the within instrument.

2. The undersigned is the legal owner and holder of all indebtedness secured by the within instrument.

DATE:

92069

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AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF OREGON)
) ss.
 County of Klamath)

I, ROBERT D. BOIVIN, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Oregon, a competent person over the age of twenty-one years and not the beneficiary or his successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by registered mail to the following named persons at their respective last known addresses, to-wit:

Klamath County, Oregon

c/o J. E. Seaton, Sheriff
 212 1/2 Court
 Klamath County Courthouse
 Klamath Falls, Oregon 97601

NEALE W. OWENS & ESTHER M. OWENS

815 Washburn Way
 Klamath Falls, Oregon

APPLIANCE BUYERS CREDIT COOP.

c/o CE Corporation System
 800 Pacific Building
 Portland, Oregon 97204

BORG WARNER ACCEPTANCE COOP.

c/o CE Corporation System
 800 Pacific Building
 Portland, Oregon 97204

INTERNAL REVENUE SERVICE

Chief, Special Procedures Sec.
 1700 N. Mission St.
 P. O. Box 4451
 Portland, Oregon 97208

DEPARTMENT OF REVENUE

State Office Building
 Salem, Oregon

10010

CONSOLIDATED ELECTRICAL DISTRI-
BUTORS, INC.

c/o CT Corporation System
800 Pacific Building
Portland, Oregon 97204

STATE ACCIDENT INSURANCE FUND

Labor & Industries Bldg.
Salem, Oregon 97310
ATTENTION: Charles R. Gill, Jr.
General Manager

FIRST FEDERAL SAVINGS & LOAN ASSN.

540 Main Street
Klamath Falls, Oregon

OREGON CREDIT ADJUSTMENT, INC.

Everett H. Williams
Room 712
Dakota Building
Portland, Oregon 97204

Each of the notices so mailed was certified to be a true
copy of the original notice of sale by ROBERT D. BOIVIN, attorney for
the trustee named in said notice; each such copy was contained in a
sealed envelope, with postage thereon fully prepaid, and was deposited
in the United States post office at Klamath Falls, Oregon,
on August 1, 1961
was mailed after the notice of default and election to sell described
in said notice of sale was recorded and at least 120 days before the
sale of the property for the trustee's sale.

Robert D. Boivin

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named ROBERT D. BOIVIN, who
subscribed and swore to the foregoing statement, and acknowledged the
 foregoing instrument to be his voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My Commission Expires June 30, 1962

RECEIVED AT MAILING OFFICE OF U.S. DEPT. OF JUSTICE

10011

Lots 1, 2 and 3 in Block 84 of Klamath Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

December 5, 1973,	Principal and Interest	\$608.56
January 5, 1974,	Principal and Interest	\$608.56
February 5, 1974,	Principal and Interest	\$608.56
March 5, 1974,	Principal and Interest	\$608.56
April 5, 1974,	Principal and Interest	\$608.56
May 5, 1974,	Principal and Interest	\$608.56
June 5, 1974,	Principal and Interest	\$608.56
July 5, 1974,	Principal and Interest	\$608.56
August 5, 1974,	Principal and Interest	\$608.56

The sum of \$50,500.75, plus interest thereon at 9% per annum from November 5, 1973, until paid.

WHEREFORE, NOTICE HEREBY IS GIVEN That the undersigned intent will hold and defend the same as established by Section 187, I.O. C. Code Revisions, at Klamath County Courthouse - Front Steps in the City of Klamath Falls County of Klamath

as established by Section 167 of the Oregon Revised Statutes, at Klamath County Courthouse--Front
in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public
auction to the highest bidder for cash the interest in the said described real property which the grantor had or last
power to convey at the time of the execution by him of the said trust deed, together with any interest which the
grantor or his successors in interest acquired after the execution of said trust deed to-wit: all of the above described
interest, amount and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further
given that any person named in these notices or Oregon Revised Statutes has the right to have the foreclosure pro-
ceeding dismissed and the trust deed reinstated by payment of the entire amount due (over 1938 such amount of
said portion of it could not then be paid) its amount (interest) together with costs, trustee's and attorney's fees at
any time prior to five days before the date of the sale here.

14. In construing this statute and whenever the context thereof so requires, the numerous instances have arisen in which the words "the United States" and "the United States Government" have been used. It is hereby expressly understood and intended that the phrase "as well as any other person" used in this statute, the definition of which is contained in section 2 of the same, shall apply to the United States Government as well as to any other person or persons who are not citizens of the United States.

[illegible]

State of Oregon, County of Elmore, ss.

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named decedent; that I have carefully examined the foregoing copy of Trustee's motion and made notes of the same, and that the foregoing is a true and correct copy of the original Trustee's motion and of the notes made by me.

DATE: 12/1/68

... ..

10012

STATE OF OREGON, COUNTY OF CLATSOP.
Filed for record at request of _____
this _____ AUGUST _____ A.D. 1974 at _____ o'clock P.M., and
_____ recorded in Vol. _____ of _____ on Page 10009
FEE \$ 5.00
W.D. MILNE, County Clerk