

93592

## TRUST DEED

THIS TRUST DEED, made this 30th day of September, 1974, between  
CHARLES A. MELAHN AND MARY E. MELAHN, 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:

Lot 29 in Block 6 of Tract No. 1035 known as GATEWOOD, 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, 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 TWENTY SEVEN THOUSAND SIX HUNDRED  
(\$27,600.00) 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 \$232.17 commencing  
October 23, 1974.

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,  
against the claims of all persons whatsoever.

The grantor covenants and agrees to pay said note according to the terms  
thereof and 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  
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 thereafter to allow beneficiary to inspect the property at all  
times during construction; to replace any work or materials unsatisfactory to  
beneficiary within fifteen days after written notice from beneficiary of such  
defect; 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 commit or suffer  
no 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 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 said note, 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 paid for by the grantor during the full term of the policy thus  
obtained.

In order to provide security 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 of obligation secured  
hereby, an amount equal to one-twelfth (1/12th) of the sum of said taxes and  
other charges due and payable with respect to said property within each suc-  
ceeding month, and also one-twelfth (1/12th) of the insurance premiums  
payable with respect to said property.

This trust deed remains in effect, as estimated and directed by the beneficiary,  
such sums to be credited to the principal of the loan until required for the  
several purposes thereof and shall thereupon be charged to the principal of the  
loan, or at the end of the term of the loan, to be paid to the beneficiary  
in trust as a reserve account, without interest, to pay said  
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 bene-  
ficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay  
said property in the amounts as shown by the statements thereof furnished  
by the collector of such taxes, assessments or other charges, and to pay the  
insurance premiums in the amounts shown on the statements submitted by  
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.

The grantor hereby irrevocably assigns to the beneficiary during the  
continuance of this trust all rents, issues, royalties and profits of the pre-  
mises and of any personal property located thereon. Until the termination of  
the trust, the beneficiary shall have the right to collect all such rents, issues,  
royalties and profits and to apply the same to the payment of the principal  
and interest of the loan, and to the payment of the taxes, assessments and  
other charges secured by this trust deed. In the event the beneficiary  
shall determine to sell the property, the beneficiary shall determine

whether 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, and 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 there-  
for shall draw interest at the rate specified in the note of obligation secured  
hereby, and the grantor shall be bound to reimburse the beneficiary for the cost of  
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  
premises as it may deem necessary or proper.

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 purporting to affect the secur-  
ity hereof or the rights or powers of the beneficiary or trustee; and to pay all  
costs and expenses, including cost of evidence of title and attorney's fees in a  
reasonable sum to be fixed by the court, in any such action or proceeding in  
which the beneficiary or trustee may appear and in any suit brought by bene-  
ficiary to enforce 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's  
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  
or incurred by the grantor in such proceedings, shall be paid to the beneficiary  
and be added to the principal of the loan secured by this trust deed, and the  
beneficiary agrees upon the occurrence of such taking, 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 bene-  
ficiary, payment of its fees and presentation of this deed and the note for en-  
forcement (in case of full redemption, for cancellation), without affecting the  
liability of any portion of the loan, the grantor shall execute and deliver to the  
beneficiary a deed of reconveyance of the property, and the grantor shall  
consent to the making of any map or plat of said property; (b) join in granting  
or other agreement affecting this deed or the lien or charge hereof; (c) reconvey,  
without warranty, all or any part of the property. The grantor in any reconvey-  
ance may be described as the "person or persons legally entitled thereto" and  
the records thereof of any matters or facts shall be conclusive proof of the  
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 this trust all rents, issues, royalties and profits of the pre-  
mises and of any personal property located thereon. Until the termination of  
the trust, the beneficiary shall have the right to collect all such rents, issues,  
royalties and profits and to apply the same to the payment of the principal  
and interest of the loan, and to the payment of the taxes, assessments and  
other charges secured by this trust deed. In the event the beneficiary  
shall determine to sell the property, the beneficiary shall determine

whether to be appointed by a court, and without regard to the adequacy of the  
security for the indebtedness hereby secured, enter upon and take possession of  
said property, or any part thereof, in its own name and in its own right, and  
sell the same, and apply the proceeds of such sale to the payment of the principal  
and interest of the loan, and to the payment of the taxes, assessments and  
other charges secured by this trust deed. In the event the beneficiary shall  
determine to sell the property, the beneficiary shall determine



12992

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 to him 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 not exceeding \$50.00 each) other than such portion of the principal as would not then be due and no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the redemption 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 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, binds and binds 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 wherever the contract 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.

*Charles A. Melahn* (SEAL)

*Mary E. Melahn* (SEAL)

STATE OF OREGON }  
County of Klamath } ss.

THIS IS TO CERTIFY that on this 10 day of October, 1974, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named:

**CHARLES A. MELAHN AND MARY E. MELAHN, 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)

*James D. Boechi*  
Notary Public for Oregon  
10-22-74

Loan No. _____	STATE OF OREGON } County of Klamath } ss.
<b>TRUST DEED</b>	
TO Grantor	I certify that the within instrument was received for record on the 3rd day of <u>OCTOBER</u> , 19 <u>74</u> , at <u>3:59</u> o'clock P. M. and recorded in book <u>M 74</u> on page <u>12991</u> Record of Mortgages of said County.
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	Witness my hand and seal of County affixed.
Beneficiary	<i>W. D. MILNE</i> County Clerk
After Recording Return To: <i>First Federal Savings</i> FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	<i>James D. Boechi</i> Notary Public
	FEE \$ 4.00

#### 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 due to you under said trust deed, to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

DATED:

by

First Federal Savings and Loan Association, Beneficiary