

TRUST DEED

THIS TRUST DEED made this 9th day of July 1974 between WILLIAM A. SWITZER and VICKI L. SWITZER, 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:

The South 120 feet of the following described tract:

A tract of land situated in the NW 1/4 SE 1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a one-half inch iron pin on the Westerly right of way line of Homedale Road, said point being South 00° 02' 35" East 2169.24 feet (2170.00 feet by record) and South 89° 48' 28" West 30.00 feet from the Northeast corner of the SW 1/4 NE 1/4 of said Section 14; thence South 00° 02' 35" East along said right of way line 240.00 feet to a 5/8 inch iron pin; thence South 89° 48' 28" West 703.77 feet to a 5/8 inch iron pin on the Easterly right of way line of U.S.B.R. A-3-B irrigation lateral; thence North 24° 44' 39" East along said Easterly right of way line 264.67 feet to a 5/8 inch iron pin; thence North 89° 48' 28" East along the Northerly edge of an existing fence line 592.80 feet to the point of beginning.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, realties, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appurtenant 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 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 each agreement of the grantor herein contained and the payment of the sum of **THIRTY-SIX THOUSAND SEVEN HUNDRED (\$36,700.00) 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 \$ 283.25 commencing November 15th 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 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 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 liens, mortgages, judgments, claims and demands of all persons whatsoever.

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 precedence over this trust deed; to complete all buildings in course of construction hereof or the date construction hereof commenced; to repair and restore 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 unsatisfactory to beneficiary within fifteen days after written notice from beneficiary; to not 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 such other hazards as the beneficiary may from time to time require, secured by this trust deed, in a company or companies acceptable to the beneficiary, 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 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 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, assessments or other charges and insurance premiums, the grantor agrees to pay to principal and interest payable under the terms of the note, payments of hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges in and payable with respect to said property within each succeeding twelve months, and also one-thirtieth (1/30th) of the insurance premiums payable with respect to said property within each succeeding three years while 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 principal of the loan or to withdraw the sums which may be required from the reserve account, if any established for the purpose of paying said taxes, assessments, 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 to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay said taxes, assessments and other charges levied or imposed against the principal of the loan or to withdraw the sums which may be required from the reserve account, if any established for the purpose of paying said taxes, assessments, taxes, assessments or other charges when they shall become due and payable. The grantor agrees to hold the beneficiary responsible for failure to pay any such taxes, assessments, taxes, assessments or other charges when they shall become due and payable, or for any loss or damage growing out of a defect in any insurance policy, or for any loss or damage growing out of a defect in any 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 acquisition of the property by the beneficiary after

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 expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the deed of this trust deed, in 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 by or for the trustee or the beneficiary or trustee; and to pay all 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 beneficiary 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 compel the grantor 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 received by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses of the beneficiary or trustee incurred by the beneficiary in such proceedings, and then at its own expense, to the grantor and to 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 beneficiary, payment of its fees and presentation of this deed and the note for cancellation (in case of full reconveyance, for cancellation), without affecting the liability of any party 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 or other agreement affecting this deed or the lien or charge hereof; (c) recover any amount described as the "portion or persons legally entitled thereto" and the recitals therein 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 deed, rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the performance of any agreement hereunder, grantor shall have the right to become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any said property, or any part thereof, enter upon and take possession of the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

6. The accepting 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.

8. The grantor shall notify beneficiary in writing of any sale or conveyance of the above described property and furnish beneficiary on 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 at any time and at any place and by any means and in any manner cause to be made and delivered to the trustee of the trust herein created a duly filed for record, Upon receipt of said property, which notice trustee shall immediately deposit with the trustee of said trust and give notice of default to the beneficiary shall deposit with the trustee of said trust and give notice to self trustees that the documents evidencing expenditures secured hereby and all promissory notes and other documents evidencing indebtedness secured hereby, whereupon the trustee shall at the time and place of sale and give notice, thereupon the

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 prepay the entire amount then due under this trust deed, and the obligations secured hereby (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.

[illegible]

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 purchaser 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 shall 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 commission of the trustee, and (2) To trust payable charge by the attorney; (3) The obligation secured by the interests of the trustee in the trust deed as their interest 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 person permitted by law, the beneficiary may from time to time appoint a successor or successors to any trust named herein, and to any power conferred upon the beneficiary hereunder. Upon such appointment, and to any duties conferred upon any trustee hereunder shall be treated with all the powers and authorities conferred upon the trustee by this instrument. Such appointment and substitution shall be made by a written appointment hereunder. Each such appointment shall be made by reference to the trust deed and instrument executed in accordance with the provisions of this instrument, and shall be recorded in the public records and counties in which the property is situated, and the recording of the same shall be conclusive proof of the 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 by action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

10. This deed applies to, murea to the benefit of, and binds all parties
11. herein, their heirs, legatees devisees, administrators, executors, successors and
12. assigns. The term "beneficiary" shall mean the holder and owner, including
13. the residue of the note secured hereby, whether or not named as a beneficiary
14. herein. In construing this deed and whenever the context so requires, the male
15. gender includes the feminine and/or neuter, and the singular includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

STATE OF OREGON
County of Klamath

THIS IS TO CERTIFY that on this 10th day of July 19 74 before me, the undersigned a Notary Public in and for said county and state, personally appeared the within named WILLIAM R. WILSON

to me personally known to be the identical individual 5 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 stated.

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

Notary Public for Oregon
My commission expires 11-17-24

Log No

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

First Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St. 29431065
Klamath Falls, Oregon

FEE \$ 4.00

STATE OF OREGON }
County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of OCTOBER, 1974, at 10:54 o'clock A.M., and recorded in book M 74 on page 13943 Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

WM. D. MILNE 3050

Hazel Drazel
County Clerk
Deputy

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, 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.

DATED: _____ 19____ by _____

M
the
Sec.
Corp
and
Board
free of