

01-09780

96721

TRUST DEED

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THIS TRUST DEED, made this 27th day of December, 1974, between

ALAN F. SCOTT and LINDA S. SCOTT, husband and wife

ALAN F. SCOTT and LARSEN, 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 26 in Block 8 of ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

RECEIVED

3:35 pm

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining 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 NINETEEN THOUSAND THREE HUNDRED AND NO/100 (\$19,300.00) 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 \$65.79 commencing February 25, 1955.

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 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 required, 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 within six months from the date of completion of the same; from the date hereof or the date construction of same commenced; to repair and restore the same in a 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 beneficiary to inspect and remove all materials used during construction; to replace and repair any materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such damage; to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements on said premises in good repair and to repair and reconstruct same or suffer hereafter erected upon said property in and about all buildings, property and improvements no waste of said premises; to insure said buildings, property and improvements against fire and theft and to cause the same to be insured continuously insured against loss by fire and theft for the full term of the term of the policy and obligation in a sum not less than the original principal amount of the policy and to be secured by this trust deed, and the company or companies acceptable to the beneficiary, and to take the original policy of insurance in correct form and with appropriate loss payable clause in favor of the beneficiary attached and with premium paid, to the principal place of business of the company or companies; if said policy of insurance is not tendered, the beneficiary may in its own name 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 the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the mortgage, the amount of the principal and interest of the taxes, assessments and hereby, an amount equal to one-twelfth of the insurance premium for each succeeding twelve months, and also one-thirty-sixth (1/360th) of the insurance premium payable with respect to said property within each succeeding three years while payable with respect to said property. The amount so estimated and directed by the beneficiary, this trust deems to be a loan to the beneficiary, and the same shall be repaid to be credited to the principal of the loan until required for the several purposes thereof and shall thereupon be charged to the beneficiary for all or part, at the option of the beneficiary. The amount so paid shall be held by the beneficiary as a reserve account, without interest, to pay said taxes, assessments, insurance premiums, taxes, assessments or other charges when they shall become due and payable.

[illegible]

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 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, taxes and expenses of this trust, including the cost of title search, as well as the costs and expenses of the trustee incurred in connection with the exercise of the rights and powers of the trustee; to pay all costs and expenses of the trustee or the attorney's fees actually incurred; in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in court or to institute any action or proceeding purporting to affect the security of this deed, or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title, in any action or proceeding in reasonable amount to be fixed by the court; and to indemnify and to hold the beneficiary or trustee may appear and in such 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 commence, prosecute in its own name, appear in or defend any action 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 reasonably necessary for 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 applied by it first upon any reasonable costs and expenses in such proceedings, and the fees necessarily paid or incurred by the beneficiary in connection herewith; and the balance applicable to the indebtedness secured hereby; and the grantor agrees, should any such expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

8. 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 endorsement (in case of full recovery, for cancellation), without affecting the liability of any person for the payment of the indebtedness; (b) join in granting consent to the making of any map or plat of said property; (c) join in subordinating any present or future lien or restriction thereon; (d) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (e) recover, without warranty, all or any part of the property. The trustee may execute this deed as described herein in any matter or fact shall be conclusive proof of the truthfulness thereof. Trustee's fees for all of the services in this paragraph shall be \$50.00.

[illegible]

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 a written declaration of default. Upon delivery of said notice of default and election to call the loan, the trustee shall cause to be filed for record, upon delivery of said notice of default and election to call the loan, a copy of the declaration of default and election to call the loan. The beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall file 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 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 deem proper, 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 as he may deem proper, and from time to time thereafter may postpone the sale by public announcement.

nouncement 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 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 for the attorney's fees; (2) to the obligation secured by the deed; (3) to all persons having recorded liens subsequent to the date of the deed; (4) to the interest of the trust; (5) to the interest of the interest of the trustee in the trust deed as their interests appear in the order of their priority; (6) 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 the powers and duties of the trustee named herein, and the 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 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, 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.

Geo. F. Scott. (SEAL)

Hinda S. Scott (SEAL)

STATE OF OREGON }
County of Klamath }

THIS IS TO CERTIFY that on this 26 day of December, 1974, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named ALAN F. SCOTT and LINDA S. SCOTT, 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)

Notary Public for Oregon
My commission expires: 5-14-76

Loan No.

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

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

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TRIES WHERE
USED.)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 17th day of January, 1975, at 3:35 o'clock P.M., and recorded in book M. 75 on page 819. Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

WM. D. MILNE
County Clerk

By Hazrat Dargah Deputy
FEE \$ 4.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong_____, Trustee

TO: William Gahony, _____, 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 or 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.

First Federal Savings and Loan Association, Beneficiary

DATED: 19.....