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28-854/TRUST DEED

THIS TRUST DEED, made this 28thday of February CRAIG B. DITMAN AND MICHELE DITMAN, Husband and Wife

...., 19 75 , between

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

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:

Lots 3, 4, 5 and 6 in Block 17 of TERMINAL CITY and that portion of vacated alley lying between Lots 3 and 4 and Lots 5 and 6, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurienances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertuding to the above described premises, and all plumbing, lighting, heating, ventianing, relationary, tenting the above described premises, and all plumbing, lighting, heating, ventianing, the according in place such as wall-to-wall carpeting and line apparatus, equipment and lixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line learning, shades and bull-in ranges, dishwashers and other bull-tin appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing performance of according to the granter herein contained and the payment of the sum at the according to the purpose of securing performance of the granter herein contained and the payment of the sum at the payment of the payment of the sum at the payment of the sum at the payment of the payment of the payment of the payment of the sum at the payment of the

each agreement of the grantor herein contained and the payment of the sum of 1920 of a promissory note of even day 2500 of the commencing beneficiary or 2021 and made by the grantor principal and interest being payable in monthly installments of \$25.70 commencing beneficiary or 2021 and made by the grantor principal and interest being payable in monthly installments of \$25.70 commencing beneficiary and made by the grantor principal and interest being payable in monthly installments of \$25.70 commencing and the fault, any balance remaining in the reserve account shall be credited to the indebtedness are secured by the serviced by a sevidenced by a being an interest in the above described property, as may be excluded by a sevidenced by a sevidence by a sevidenced by a sevid

recutors and administrators shall warrant and defend his said title thereto signist the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms hereof and, when dur, all taxes, assessments and other charges levies against the claim of the terms of the control of the terms of

premiums, taxes, assessments or other charges when they such the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property. Or any part thereof, before 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 the same begin to bear interest and also to pay premiums on all insurance policies as adversaid. The grantor hereby althorizes the beneficiary to pay fictor, and all taxes, assessments and other by the statements thereof turnished and property in the amounts as an other by the statements thereof turnished have considered property in the amounts allown on the statements submitted by the collector of such taxes, assessments or other charges, and to pay the insurance carriers or their statements allows and to charge said sums to the principal of the loan or withdraw the sums which may be required from the reserve account, if any established for that purpose. The grantor satter, in no event to hold the loan of any established for that purpose. The grantor satter, in no event to hold the loan of any established for that purpose. The grantor satter, in no event to hold the loan of any established for that purpose. The grantor satter, in no event to hold the loan of any established for that purpose. The grantor satter, in no event to hold the loan of the satter with any insurance company and to apply any loan, to comprom and settle with any insurance company and to apply any such insurance receipts upon the chilgations secured by this trust deed. In such insurance has a control of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after

property as in its sole discretion it may doem 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 incurrence contents with or entering this obligation, and trustee's and attorney's excitually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all types of the property of the costs, in any such action or proceeding in reasonable sum to be tixed by the court, in any such action or proceeding in reasonable sum to be tixed by the court, in any such action or proceeding in elicity to forcebre this deed, and all said sums shall be secured by this trust deed.

The henceliclary 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 of eminent domain or condemnation, the beneficiary shall have like right to commence, prosecute in its own name, appear in or defend any action of proceedings, or to make any compromise or settlement in connection with the comparation of the state of the state of the mount of the comparation of the state of the state of the state of the amount for partial or the state of t

ahall be \$5.00.

3. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall all the payment of any indebtedness accured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, assee, royalites and profits carned prior to default as they become due and pay-films without notice, either in person, by agent or by a court of the indebtedness hereby accured, enter upon and take possession and property, or any part thereof, in its own name and take possession of the rents, issues and part thereof, in its own name.

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trustee sum.
the expenses of the series of the reasonable charge by the attorner than the expenses of the reasonable charge by the attorner trust deed. (3) Fo all persons having the first trust deed. (3) Fo all persons having the first trust deed as their necessary of the trustee in the trust deed in the successor in interest cutilled to such surplus. (and deed or to his successor permitted by law, the benefitsary may from time thin appoint a successor or successors to any trustee named herein, or to successor trustee, appointed hereunder, thon such appointed may trustee to the successor trustee, the latter shall be rested with all title, por veyance to the successor trustee, the latter shall be rested with all title, por veyance to the successor trustee, and substitution shall be made by written instrument each and substitution shall be made by written instrument each and substitution shall be made by written instrument each and substitution shall be made to outnity clerk or recorder of the country clerk or country cl

required by law.	by the beneficiary	and substitution shall be made by written instrument executed, containing reference to this trust deed and its place of
. After default and any time pelor to five days before the dr by the Trustee for the Trustee's sale, the grantor or other per privileged may pay the entire amount then due under this trust de-	MI ADD	and abstitution shall be made by written instrument executed , containing reference to this trust deed and its place of n recorded in the office of the county clerk or recorder of the in which the property is situated, shall be conclusive proof of t of the successor trustee.
7. After default and any time prior to five days before the di by the Truster for the Trustee's sair. The grantor or other per privileged may pay the control of the control does under this trust de the obligations secured therely (including control of the principal in enforcing the terms of the obligation and trustee's and citotic in not exceeding \$3.000 each) other than such portion of the principal as not then be due had no default occurred and thereby cure the defaul		necepts this trust when this deed, duly executed and acknow- ultimate tecord, as provided by law. The trustee is not obligated by hereto of pending saie under any other deed of frust or of recding in which the grantor, beneficiary or truste: shall be a action or proceeding is brought by the truste:
8. After the lapse of such time as may then be required by law fo the recordation of said notice of default and giving of said notice of as trustee shall sell said property at the time and place fixed by him in said	llowing 12. This deed notice hereto, their heirs	A seed to be a seed to be a seed to be the transfer.
8. After the lapse of such time as may then be required by law for the recordation of said notice of default and giving of said notice of saturates shall sell said property at the time and place fixed by him in said of sale, either as a whole or in separate parcels, and in such order as he netermine, at public auction to the highest hidder for cash, in lawful money United States, payable at the time of saie. Trustee may postpone saie any portion of said property by public announcement at such time and a saie and from time to time thereafter may postpone the saie by pub.	of the pledgee, of the no herein. In construit culine gender includes the plural.	of applies to, increase to the benefit of, and blinds all parties, legalers devisees, administrators, recentors, successors and "ben-ficiary" shall mean the holder and owner, including the secured hereby, whether or not named as a beneficiary ing this deed and whenever the contest so requires, the mandes the feminine and/or neuter, and the singular number in-
IN WITNESS WHEREOF, said grantor has here		
Michel Ketman (SEAL)		
michew Litman (SEAL)		
County of Klumath 85.		
THIS IS TO CERTIFY that on this day of F	ebruary	19.75, before me, the undersigned, a
CRAIGUB DITMAN AND MICHELE DITM	pected the within named AN, Husband a	Ind Wife
to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me the		
They executed the same freely and voluntarily for the uses and purposes therein expressed.		
1. COBLIC/	ر برور کے	1011
(SEAL)	Notary Public for C	Progon 11-12-78
Constitution of Constitution o	My commission exp	ires: // / E ZO
Taxa Na		
Loan No.		STATE OF OREGON SS.
TRUST DEED		,
•		I certify that the within instrument
		was received for record on the 4th day of MARCH , 19 75
•	DON'T USE THIS	at 19:30 o'clock A.M., and recorded in book M.75 on page 2471
	OR RECORDING ABEL IN COUN- TIES WHERE	Record of Mortgages of said County.
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	Usep.)	Witness my hand and seal of County
Beneficiary		allixed.
After Recording Return To:		WM. D. MILNE County. Clerk
FIRST FEDERAL SAVINGS 540 Moin St. 2942 S.C. th Klamath Falls, Oregon		Butter Delay County Clerk
Ridhidii Talis, Olegoli	FEE \$ 4.00	Deputy
REQUEST FOR FULL RECONVEYANCE		
To be used only when obligations have been paid.		
TO: William Gamong, Trustee		
The undersigned is the legal owner and holder of all indebteds		
home boan fully maid and natisfied. You banches are discount to the	ess secured by the forego	ing trust deed. All sums secured by said trust deed cowing to you under the terms of said trust deed or

First Federal Savings and Loan Association, Beneficiary