| 28-857 | 98785 | | m | 2801 | |
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| | مىلىمى مەربى ي | 28-857/ TRUST D | EED Vol. 755 Page | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| THIS ' | DITCH DEED | aloth day of March | | , IG / D., Detween | |
| | | | NE DANFORTH, husband | | |
| FIRST FEI | DERAL SAVINGS ANI | b LOAN ASSOCIATION of nited States, as beneficiary; | Klamath Falls, Oregon, a corp | poration organized and | k |
| | | WITNESS | 5 E T H : | rith power of sale, the | |
| The g property i | rantor irrevocably gran n Klamath County, Or | its, bargains, sells and con egon, described as: | veys to the trustee, in trust, w | | |
| | | | | _ | |
| . 1 . | The W $1/2$ o | E Lots 7 and 8 in | Block 67 of BUENA VIS Klamath County, Orec | STA ADDITION Jon. | |
| 1973 | to the City | OI KIAmach Palio, | | - | i a haine |
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| rente (seun | a prolita water fights and | Sunt Liding' accompany of burner. | with all and singular the appurtence on now or horeafter belonging to, deriv ating, ventilating, air-conditioning, refrigu- linds, floor covering in place such as | orating watering and irrigation | |
| apparatus, | equipment and lixtures, tog les and built-in ranges, dish- | vashers and other built-in appliant | tos now or hereafter installed in or use | d in connection with the above | Anne |
| each agree | premises, including an intere- | contained and the payment of the | sum of Ninteen Thousand Bollars and | Nine Hundred Fifty no/100 dute herewith payable to the | |
| (s. 19, 9 beneficiury | or order and made by the | grantor, principal and interest be | sum of Ninteen Thousand torms of a promissory note of even ing payable in monthly installments of default any balance remaining in the refer | \$ 167.58 commencing | |
| This to if any, as r | rust deed shall further secure th nay be loaned hereafter by the nerest in the above described | payment of such adoltional money. | Indebtedness. If the reserve account for tax | es, assessments, insurance premiums | |
| note or not more than any of said | es. If the indebtedness secured one note, the beneficiary may of notes or part of any payment ficiary may elect. | by this trust deed is evidenced by redit payments received by it upon on one note and part on another, | and other charges is not sufficient at any ti as they become due, the granutor shall pay demand, and if not paid within ten days may at its option add the amount of su obligation secured hereby. | | Marine and a second |
| The g | rantor hereby covenants to and the said premises and proper | with the trustee and the beneficiary y conveyed by this trust deci are | Should the grantor fail to keep any c beneficiary may at its option carry out the for shall draw interest at the rate specific the grantur, on demand and shall be secure the grantur, and shall be accured. | d to the lion of this frust deed. In | in an |
| executors s against the The s | rantor covenants and agrees to | ver. | This connection, the branch on said premises at any improvements made on said premises at property as in its sole discretion it may o | nd also to make such repairs to said deem necessary or advisable. | |
| crdence ove | er this trust deed; to complete a | li buildings in course of construction within six months from the date | The granter further agrees to comply - covenants, conditions and restrictions affect fres and expenses of this trust, including the office only address and expenses of the trus- the office only address and expenses of the trus- | with all laws, ordinances, regulations, ting said property; to pay all costs, the cost of title search, as well as stee incorred in connection with or. | |
| hereof or (promptly a said prope costs incu | the date construction is hereaft and in good workmanlike mann rty which may be damaged of rred therefor; to allow benefici | within his inclusion of the second recommended, to repair and second of the second of | to appear in and defend any action or proce- ity hereof or the rights or powers of the h | eeding purporting to affect the secur- seneficiary or trustee; and to pay all | |
| | | | coists and expenses, including cost of evine rensonable sum to be fixed by the owner, which the heneficinry or trustee may appe- ficinry to forcelose this deed, and all said deed. | it to see suit beaught by hands | |
| | | buttoning and insportation waiter upidings, projectly and improvements es continuously insured agalost loss ciary may from time to time require, cipal sum of the note or obligation or companies acceptable to the benc of insurance in correct lorm and with | The hun-ficiary will furnish to the gr annual statement of account but shall not any further statements of account. | rantor on written request therefor an t be obligated or required to furnish | |
| hi a sum secured by ficiary, an approved | not less than the original pri this trust deed, in a company d to deliver the original policy loss payable clause in favor o | or companies acceptable to the bene- or insurance in correct form and with the beneficiary attached and with | It is mutually agreed that: 1. In the event that any partion of | r all of said property shall be taken | |
| prémium tifteen da said polic discretion | paid, to the principal place of ys prior to the effective date y of insurance is not so tends obtain insurance for the benef | or companies acceptable to the bene- finsurance in correct form and with the beneficiary attached and with business of the beneficiary at least of any such policy of insurance. If ted, the beneficiary may in its own t of the beneficiary, which insurance ring the full term of the policy thus | the right to commence, prosecute in recom- | mise or settlement in connection with | |
| ooranica: | | | such taking and, if it so elects, to require a payable as enopenantion for such taking, a quired to pay all reasonable costs, expense or incurred by the granter in such procee- and applied by it first upon any reasonable fees necessarily paid or incurred by the be- | hie custs and expenses and sttomey's | |
| the benef | iclary, together with and in a and interest payable under the t | idition to the monthly payments of erms of the note or obligation secured | balance applied upon the indeptedness set at its own expense, to take such actions : he necessary in obtaining such compensa accusat | and execute such instruments as shall tion, promptly upon the beneficiary's | |
| ing twelve pavable w | e months, and also one-thirty-six with respect to said property wi | h (1/36th) of the insurance premiums hin each succeeding three years while | request. 2. At any time and from time to t ficiary, payment of its fees and presental duragement (in case of full reconveyance, f liability of any person for the payment of | | |
| | | and of the loan until required for the yon be charged to the principal of the y, the sums so paid shall be held by recount, without interest, to pay said charges when they shall become due | any easement or creating and restriction or other agreement affecting this deed or | thereon, (c) join in any subordination the lien or charge hereof ; (d) reconvey. | E Life . |
| Wh | le the grantor is to pay any | and all taxes, assessments and other | without warranty, at or any parts of on nace may be described as the "person of the recitals therein of any matters or i truthfulness thereof. Trustee's fees for a | r persons legally entitled thereto" and facts shall be conclusive proof of the any of the services in this paragraph | A A State A |
| the same policies t | pon said property, such payments | La are to he made through the bene- by authorizes the beneficiary to pay | anali pe \$3.00. 3. As additional security, granter h | creby assigns to beneficiary during the | Size A |
| by the c | ollector of such taxes, assessme premiums in the amounts sh | nts or other charges, and to pay the own on the statements submitted by | continuance of literic trusts all frits, les perity affected by this devel and 6 AUP or grantor shall default in the payment of the performance of any agreement hereun- lect all Auch rents, issues, toyalties affec- hereome due and payminke, whom the define fielary may at any time of court, and celver to be appointed from the rents who | any indications secured hereby or in der, granter shall have the right to col- profils carned prior to default as they it by the granter hereunder, the beha- | |
| the insul principal the resci in no ev | of the loan or to withdraw t re account, if any, established ent to hold the beneficiary res | tives, and to charge be required from for that purpose. The grantor agrees bonsible for failure to have any inaur- a growing out of a defect in any in | become due and payahite. Upon any ucrass fichary may at any time without notice, enter to be appointed by a court, and accurity for the indebtedness berehy secu- and property, or any part thereof, in its and property, or any active includes | come many and for on otherwise collect | |
| ance wri surance loss, to such ins | policy, and the beneficiary here compromise and settle with any urance receipts upon the oblig the amount of the indebted | for that purpose. The granulor agrees consible for failure to have any insur- e growing out of a defect in any im- postrance combany in the cost of any insurance combany in the cost of any itoms secure any security of a security into a secure and the security of a intersecurity of the security of a security the property by the beneficiary after | said property, or any part thereou, in its the rune, issues and profiles, including the the same, less costs and expenses of opt able attorney's fees, upon any indebted ss the beneficiary may determine. | | 100 mc |
| computing full or t | ipon sale or other acquisition o | the property by the beneficiary after | BI the beneficiary may determine. | Second and | |
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| 5 m 8 | | | e e e e e e e e e e e e e e e e e e e | | Constant Parties |
| | Star International | | and the second for | | -17. |

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The cutering upon and taking possession of said property, rents, issues and profiles or the proceeds of fire and other compensation or awards for any taking or damage of the lication or release thereof, as aloressid, shall not cure or motics of default hereunder or invaidate any set force the property.

5. The grantor shall Botlfy beneficiary in writing of any sale or con-t for sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as d ordinarily be required of a new loan applicant and shall pay beneficiary rvice charge.

6. Time is of the essence of this instrument and upon default by the antor in psymmth of any indebiedness secured hereby or in performance of any remeat hereinder, the beneficiary may declare all sums accured hereby intermediate the second by delivery to the truster of written notice of default default do see the second by delivery to the drate of written and the default and the default and the second by delivery to the truster of written deleted to see the second by delivery to the drate of written default and election to sell, the beneficiary shall deposite with the truster the second selection for the second deleted by the second deleted by the second deleted by the second second

11.17 Do naw.
7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so lieged may pay the entire atnount then due under this trust deed and boligations secured thereby (including costs and expense actually incurred enforcing the terms of the obligation and trustee's and attorney's feee exceeding \$5000 ench) other than such portion of the principal as would then be due had no default occurred and thereiv cure the default.

6. After the lapse of such the sam may then be required by law following the recordation of said notice of default and giving of said police of said, the trates shall sell said property at the time and place fixed by law di notice of said, either as a whole of naise, the time and place fixed by law di note of said, either as a whole of naise, there is an an order of said or of the units of the units of the time and place fixed by a said of the units of said and the time of said protocol said of the said of said of the said police and the said of said of said of said of said of the said of said of

councement at the time fixed by the preceding postponement. The tri deliver to the purchaser bia deed in form as required by law, converging perty so bodd, but without any coverant or warrantly, espress or im recitais in the deed of any rations or facts shall be conclusive pre truthfulness thereof. Any person, excluding the truttee but iscluding to and the beneficiary, may purchase at the sale.

9. When the Trustee sells parameter to the powers provided herein, trustee shall apply the proceeds of the trustee's sale as follows: (1) the expenses of the sale including the compensation of the trustee, an reasonable charge by the attorney. (2) To the obligation secured by trust deed, (3) To all persons insking recorded liens subsequent to interests of the trustee in the trust deed as their interest appear in order of their priority: (4) The surplus, if any, to the grantor of the t deed or to his successor in interest cutilied to such surplus. d the the the

10. For any reason permittee training to be hereficity may from the time appoint a successor or nuccessors to any traitee named herein, or to successor traitee appointed hereunder. Upon nucle appointment and without vyance to the successor traiter, the latter shall be vested with all title, put and duties conferred upon any traiter herein armed or appointed hereunder, such appointment and substitution shall be made by written instrument ere by the heneficiary, containing reference to this trust deed and its place record, which, when recorded in the office of the county clerk or recorder o county or counties in which the property is situated, shall be conclusive pro proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to hully any party hereto of pending sale under any other deed of trust of of any action or proceeding in which the grantor, beneficiary or trustee shall be a publy mines such action or proceeding is brought by the truster.

12. This devid applies to, increase to the benefit of, and binds all parties berefit, their beins, legales devices, administrators, executors, successors and asigns. The term "beneficiary" shall mean the holder and owner, including pledges, of the note secured kereby, whether or not named as a beneficiary brench, in constraing this deed and whenever the coulert's or requires, the inaccular gender includes the feminine and/or neuter, and the singular number includes the plant.

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 10

Hon Cuan Varfatt (SEAL) Christina anne Danfastatisk day of March

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STATE OF OREGON | ss.

County of Klamath

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Notary Public in and for said county and slate, personally appeared the within named LEON EVAN DANFORTH AND CHRISTINA ANNE DANFORTH, husband and wife to me be serially known to be the identical individuals, named in and who executed the foregoing instrument and acknowledged to me that **LUBY** occurring the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have hereunic set my hand and affixed my notestal seal the day and year last above written.

Q Notary Public for Oregon My commission expires: en

(SEALLY) OF

Loan No.

TRUST DEED

Granto то 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 TIES WHERE USED.)

was received for record on the 11th day of MARCH , 19 75, day of MARCH , 19 75, at 11;00 o'clock A M., and recorded in book M 75 on page 2801 Record of Mortgages of said County.

I certify that the within instrument

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Witness my hand and seal of County affixed.

WM. D. NILNE

County Clerk Deputy

REQUEST FOR FULL RECONVEYANCE

FEE \$ 4.00

To be used only when obligations have been paid.

TO: William Ganong.... .. Trustee

The undersigned is the legal owner and holder of all indebtedness socured by the foregoing trust deed. All sums socured by said trust deed e 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 sount to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said t deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now hold by you under the pursuant to sta trust deed) and

First Federal Savings and Loan Association, Beneficiary

DATED