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., 19 75 , between THIS TRUST DEED, made this 11thday of September RICHARD L. GREER AND DORIS L. GREER, Husband and Wife

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 18, Tract No. 1038, a resubdivision of Lots 10 through 15, Block 1, Midland Hills Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes

which read described real-property-described has a cases together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or horeafter belonging to, derived from or in anywise apper-taining to the above described promises, and all plumbing, lighting, heating, ventilating, cir-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awanings, venetian blinds, floor covering in place such as walt-to-wall carpeting and lin-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 <u>THIRTY ONE</u> THOUSAND AND NO/100--

(s. 31,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the baneficiary or ordes and made by the grantor, spincipal and interest being payable in monthly installments of s.260.71 commencing any authorized

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.

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The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his heirs, utors and administrators shall warrant and defend his said title thereto nst the claims of all persons whomsoever.

excutors and administrators shall warrant and defend his said title thereio against the claims of all persons whomsoever. 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 pre-tor bereafter construction is hereafter commenced to repart and restore promptly and in good workmanilke 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 said property at all times during construction is been written notice from beneficiary of such fact; not to remove or destroy any building and improvements now or how said costs of the said of the said of the said property which fact; not to remove or destroy any buildings and improvements now or how said eroperty ender the said of the said in the said in the said over the remove or destroy any buildings and improvements now or how sait or such other hazards as the peneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation accured by this tust deed, in a company or companies accept the the bene-ficiary, and to deliver the original principal sum of the note or obligation accured loss payhie clause in favor of the beneficiary at least the proved loss payhie clause in favor of the beneficiary and with approved loss payhie clause for so test ender have and with approved loss payhie clause for so test ender the beneficiary shall be and the son-cancellable by the grantor to the beneficiary, which insurance shall be on-cancellable by the grantor during the full term of the policy thus obtained.

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property as in its sole discretion it may deen necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting sole 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 truster 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 purjoiting to affect the security bereof or the rights or powers of the beneficiary or trustee; and to restore and theory to be fixed by the court, in any such action or proceeding in which the heneficiary or trustees the beneficiary to be fixed by the court, in any such action or proceeding in which the heneficiary or trustee the beneficiary to foreciose this deed, and all suid sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on written request therefor an al statement of account but shall not he obligated or required to furnish further statements of account.

It is mutually agreed that:

It is mutually agreed that: 1. In the event that may 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 actilement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as commensation for such taking, which are in access of the amount re-quirred 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 applied by the grantor in a such proceedings, shall be paid to the beneficiary indarce applied puid the index by the beneficiary is such proceedings, and the shalarce capitale puids the index by the beneficiary is such proceedings, and the shalarce capitale puids the index by the beneficiary is and the grantor agrees, at its own expense, to take such access and compensation, promptly upon the beneficiary's request.

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-dorsement (in case of full reconveyance, for cancellation), without affecting the ilability of any pream for the payment of the inductedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction threcon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, mice may banty, all or any part of the property. The grantee in any reconver-tion the receivable 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.

shall be \$5.00. A As additional scurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rects, issues, royalties and profits of the pro-perty affected by this deed and for y sources, royalties and profits of the pro-perty affected by this deed and for y sources, royalties and profits of the pro-perty affected by this deed and for y sources, royalties and profits to too perty affected by this deed and for y sources, royalties and profits to too perty affected by this deed and there of assimilation to default to too the performance of any agreement horeunder, grantor hall secured hereby or too become due and payable. Upon any default by the grantor hereunder, the bea-become due and payable. Upon any default by the grantor hereunder, the bea-security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reason-able attorney's fees, upon any idebtedness secured hereby, and in such order as the beneficiary may determine.

Exhibit A is attached dereto and is hereby incorporated and made part of this Trust Deed as if fully set forth herein.

llo the granter is to pay any and all taxes, assessments and other levied or assessed against said property, or any part thereof, before begin to been interest and also to pay prenums on all insurance and a state of the same state of the made through the bene-s aloresaid. The granter hereby subtorizes the beneficiary to pay and the same state of the same all states and the same state of the same state of the same of the same state of the same state of the same state premums in the amounts shown on the statements submitted by ance carriers or their representatives, and the same states of the same state of the same st the collector of both the amounts shown on the statements the same to the inserve account, if any statements which may be required from reserve account, if any, established for that purpose. The grantor agrees no event to hold the beneficiary responsible for failure to have any insur-e written or for any loss or damage growing out of a defect in any in-ance policy, and the beneficiary receips in historized, in the event of any s, to compromise and settle with any insurance company and to apply any in insurance to the indebtedness for payment and satisfaction in uputing the amount of the indebtedness for payment and satisfaction in the unon asle or other acquisition of the property by the beneficiary after five days before the date set or grantor or other person so due under this trust deed and s and expenses actually incurrent d trustee's and attorney's fees

id no default occurred and thereary cure the declara-space of such time as may then be required by law following add notice of dofault and giving of said notice of sale, the d property at the time and place fixed by him in said notice whole or in separate parcels, and only in lawful morey of the iction to the highest bidder fixed may postpone sale of all or let at the time of sale. Thereare at once firms and make of the at the time of sale. Thereare at once firms and make of

STATE OF OREGON

County of Klamath

When the Trustee sells pursuant to the powers shall suply the proceeds of the trustee, and (5) To All

10. For any reason permitted by law, the beneficiary riay from time to appoint a successor or successors to any trustee named herein, or to any saper truster appointed herounder. Upon such appointment and without con-

11. Trustee accepts this trust when this deed, dui 11. Trustee accepts this trust when this deed, dui ledged is made a public record, as provided by law. The to notify any party hrreto of pending sale under any of any action or proceeding in which the grantor, beneficia any action or proceeding in which the grantor, brought by

This deed applies to, invres to the benefit of, and binds all parties their heirs, legatese deviews, administrators, executors, successors and The term discussion shall be added and the second secon mean the hereto, assigns. pledgee, herein. culine g ciudes t

September

...day of...

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Richard & dier (SEAL) (SEAL)

1975, before me, the undersigned, o

E. A.L

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Notary Public, in and for said county and state, personally appeared the within named RICHARD L. GREER AND DORIS L. GREER, Husband and Wife to me personally known to be the identical individual and who executed the foregoing instrument and acknowledged to me that CONCY obscuted 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. Notary Public for Oregan My commission expires:11-12-78 PUBLY (SEAL) / E : C STATE OF OREGON) ss. County of Klamath Lóàn No. TRUST DEED I certify that the within instrument was received for record on the , 19..... day of (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE on page in book. Record of Mortgages of said County. Witness my hand and seal of County FIRST FEDERAL SAVINGS & affixed. LOAN ASSOCIATION County Clerk Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon Deputy REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed ve 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 suant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith togeher with said it 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 secure to statute. TO: William Ganong

First Federal Savings and Loan Association, Beneficiary



EXHIBIT A

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governprompt payment of all taxes, assessments, and govern-mental charges levied or assessed against the above described property and insurance premiums while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time theloan was made or the benefi-ciary's original appraisal value of the property at the time the loan was made grantor will pay to the the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of the time the loan was made, grantor WIII pay to one beneficiary in addition to the monthly payments of principal and interest payable under the terms of the Note or obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/12 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect as estimated and directed by the beneficiary. Bene-ficiary shall pay to the grantor interest on said amounts at a rate not less than the highest rate authorized to be paid by banks on their open passbook accounts minus 3/4 of 1%. If such rate is less than 4%, the rate of interest paid shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest due. of the interest due.

Richard L. Luen L

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STATE OF OREGON; COUNTY OF KLAMATH; 55. Filed for record at request of ______Mountain_Title____

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