

1088

01-0995D

48

Vol. 119

10864

Until a change is requested, all tax statements shall be sent to the following address: _____

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GUY W. GOODMAN and BERTHA GOODMAN, husband and wife, hereinafter called the grantors, for the consideration hereinafter stated, to grantors paid by RUTH K. POCH, hereinafter called the grantee, do hereby grant, bargain, sell and convey unto the said grantee, her heirs and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The Southeasterly 58.0 feet of Lot 18 and the Northwesterly 22.0 feet of Lot 19 of Winema Gardens, according to the official plat thereof on file in the records of Klamath County, Oregon.

SUBJECT TO:

(1) The statutory powers, including the power of assessment of South Suburban Sanitary District.

(2) Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instruments, including the terms and provisions thereof, recorded August 13, 1959, in Volume 13, page 496, Klamath County, Oregon, Miscellaneous Records, recorded and modified April 21, 1960, in Volume 320, page 437, Klamath County, Oregon, Deed Records, and recorded May 26, 1960, in Volume 321, page 440, Klamath County, Oregon, Deed Records.

(3) Conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, recorded May 2, 1944, in Book 164, at page 406, Deed Records as follows: "Rights of way for irrigation and drainage ditches are hereby reserved. Not more than 2 hogs shall be kept on said premises at any time."

(4) Easements and restrictions as reserved in plat dedication, to-wit:

a. A 20-foot building set-back line along the front of all lots as shown.

b. A ten-foot easement along the back of all lots as shown, said easement to be centered along the back of adjoining lots and to be for future public utilities, drainage, and sanitary sewers, said easement to provide ingress and egress for the construction and maintenance of said utilities with no structures or fences being permitted thereon and any plantings placed thereon at the risk of the owner should said construction or maintenance damage them.

WARRANTY DEED (1)

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c. Use of the land is for residential purpose only and is limited to one residential building per lot.

d. Architectural standards shall be no less than the minimum requirements of F.H.A. specifications with a minimum foundation area of 1000 square feet of living space.

e. Ten-foot utility easement to include and be centered on the side-lines of lots 8, 9, 10, 11, 12, 13, and 14.

(5) Reservations, restrictions, rights of way of record and those apparent upon the land.

TO HAVE AND TO HOLD the same unto the said grantee, her heirs and assigns forever.

And said grantors hereby covenant to and with said grantee, her heirs and assigns, that grantors are lawfully seized in fee simple of the above-granted premises, free from all encumbrances (except as stated above) and that grantors will warrant and forever defend the above-granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever (except those claiming under the above-described encumbrances).

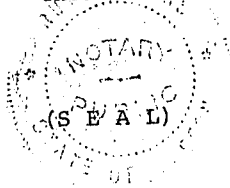
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$29,500.00.

WITNESS grantors' hands this 12th day of September, 1975.

Guy W. Goodman
Bertha Goodman

STATE OF OREGON)
) ss.
County of Klamath)

Before me this 12th day of September, 1975, personally appeared the above-named GUY W. GOODMAN and BERTHA GOODMAN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Guy W. Goodman
Notary Public for Oregon
My Commission Expires: 5-14-76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Mountain Title

Filed for record at request of _____
this 12 day of Sept A.D., 1975 at 2:05 o'clock p.M., and duly recorded in
Vol. m 75 of deed on Page 10864

6,00

WM. D. MILNE County Clerk
Deputy

WARRANTY DEED (2)

Return to: Mountain Title Co
407 Main St. - K Falls
Taxes to: 1st Federal Sav. Falls
540 Main St. - K Falls

4. The entering 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.

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 to him 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 written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix 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 recordation 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 determine, at public auction 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 of sale and from time to time thereafter may postpone the sale by public 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 of title or interest. The trustee shall be conclusively bound by 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 by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests 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 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 title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such 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 office of the county clerk or recorder of 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.

Ruth K. Poch (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 11th day of September, 19 75, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named RUTH K. POCH, a single woman

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that she 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)

Ruth Owens
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-
TIES WHERE
USED.)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 12 day of Sept, 19 75, at 2:06 o'clock P.M., and recorded in book M 75 on page 10866 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm D Milne County Clerk

By *[Signature]* Deputy

6.00

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental 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 the loan was made or the beneficiary's original appraisal value of the property at the time the loan was made, grantor will pay to the 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. Beneficiary 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 pass book 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.