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4804 TRUST DEED

19 75, between THIS TRUST DEED, made this 12thday of September HOWARD C. TOMLIN and ANN H. TOMLIN, husband and wife

, 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:

The West 65 feet of Tract 16, and the East 10 feet of Tract 47 of Pleasant Home Tracts, Klamath County, Oregon, according to the official plat thereof on file in the Records of Klamath County, Oregon

which said described real property is not currently used for agricultural, ,75 timber or grazing purposes

CLINDEL OF GEALING PULPOSES

each agreement of the grantor herein contained and the payment of the sum of SEVEN THOUSAND FIVE HUNDRED AND (s 7,500.00) Doltars, 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 s 67.50 commencing October 15. 19.75 any authorized

The grantor hereby ovenants 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 grantowill and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover.

executors and administrators shall warrant and defend his said title thereto sgalant the claims of all persons whomsover. The grantor coverants and agrees to pay said note according to the terms inder property is keep said property free from all encumbrances having pre-codence over this trust deed, to complete all buildings in course of construction or hereafter construction is hereafter commenced; to repair and restore promptly and in good workinanilke manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfacefy uch beneficienty within fifteen days after written notice from hereafter constructed therefor; to allow beneficiary to inspect said property at a times during construction; to replace any work or materials unsatisfacefy uch fact; not to remove or destroy any building or improvements now or hereafter erected upon said property and improvements and on water of said property is and prometer sonthur on the said to now and to said property and and premises; to thereafter now water of said property and and premises; on continuously haured against loss now or breach other hazards as the beneficiary may from time to time require, in a smale less than the original principal sum of the note or orieligation is reached by this trust deed, in a company or companies acceptable to the bene-ficiary and to deliver the original policy of hustness of the beneficiary at least ifteen days prior to the effective date of any such policy of insurance. If asid policy of insurance is not is tendered the beneficiary, which insurance shall be one-cancellable by the grantor during the full term of the policy the asing he one-cancellable by the grantor during the full term of the policy the shall be one-cancellable by the grantor during the full term of the policy the shall be one-cancellable by the grantor during the full term of the policy thus obtained.

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

> While the grantor is to pay any and all taxes, assessments and other the levied or assessed against said property, or any part thereof, before there is a promotion of the property, and property, and insurance supon said property, such payments are to be made through the bene-t, as a taxes assessments and other charges levied or imposed against property in the amounts as shown by the statements thereof furnished are collection of such taxes, assessments or other charges, and to pay the new particular is a shown by the statements submitted by any concentrations in the amounts and other other charges, and to pay the new period carriers or their representatives, and to charge said sume to the subset of the ange of the summer such that may be required from surance carriers or their representatives, and to charge saturated up pai of the least or to withdraw the sums which may be required from serve accound, if any, established for that purpose. The grantor agrees event to hold the beneficiary responsible for failure to have any insur-written or for any loss or damage growing out of a defect in any in-ce policy, and the beneficiary hereby is authorized, in the event of any to compromise and settle with any insurance company and to apply any insurance receipts upon the obligations secured by this trut deed. In thing the amount of the indebtedness for payment and satisfaction in r upon sais or other acquisition of the property by the beneficiary after

The grantor further agrees to comply with all haws, ordinances, regulations remants, conditions and restrictions affecting said property; to pay all costs, s and expenses of this trust, including the cost of litle scarch, as well as o to ther costs and expenses of the trustee incurred in connection with o enforcing this obligation, and trustee's and attorney's fees actually incurred appear in and defend any action or proceeding purporting to affect the secur increof or the rights or powers of the beneficiery or trustee; and to pay all sta and expenses, including cost of evidence of litle and attorney's fees in isonable sum to be fixed by the court, in any such action or proceeding by bene inty to foreclose this deed, and all said sums shall be secured by this trus ed. The heneficiary 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.

gation secured hereoy. Should the grantor fail to keep any of the foregoing covenants, i cliciary may at its option carry out the same, and all its expenditure shall draw interest at the rate specified in the note, shall be reps, grantor on demand and shall be secured by the lien of this trust s connection, the beneficiary shall have the right in its discretion to improvements made on shid premises and also to make such repairs perty as in its sole discretion it may deem necessary or advisable

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It is mutually agreed that:

for shall draw interest at the rate specified the grantor on demand and shall be secure this connection, the beneficiary shall have t any improvements made on said premises a property as in its sole discretion it may of

It is mutually agreed that: I. 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 as the right to commence, prosecute in its own name, appear in or defend any as such taking and, if it so elects, to require that all or any portion of the money's such taking and, if it so elects, to require that all or any portion of the money's quired 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 it first upon any reasonable costs and expenses and attorney's results own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the beneficiary's relative payment of its fees and presentation of this deed and the note for en-diorsement (in case of tuil reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of asil property; (b) Join in granting any easement or creating and restriction thereon, (c) Join in any subordination or other agreement affecting this deed or the line or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey-nnce may be described as the "person or persons legally entitled therefor" and the recitals therein of any matters or facts shall be conclusive proof of the shall be \$5.00. consent any ease or other withouf ance r the r truth shall

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during continuance of these trusts all rents, issues, royaliles and profits of the perty affected by this deci and of any personal property located thereon, grantor shall default in the payment of any indubtedness secured hereby the performance of any agreement hereunder, grantor shall have the right to lect all such rents, issues, royaliles and profits earned prior to default as become due and payahlo. Upon any default by the grantor hereinder, the ficiary may at any time without notice, either in person, by agent or by ceiver to be appointed by a court, and without regard to the adequatey of said property, or any part thereof, in its own ame sus for or otherwise or the same, less costs and expenses of operation and collection, including ro-able attorney's fees, upon any indebtedness secured hereby, and in such as the beneficiary may detarine. apply