

01-09964

A-26140

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## TRUST DEED

10949

THIS TRUST DEED, made this 12th day of September, 19 75, between  
STEVEN M. ROMAN and FRANCES K. ROMAN, husband and wife

as grantor, William Ganong, Jr., as trustee, 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 6, of LOST RIVER COURT ADDITION TO MERRILL, 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

together with all and singular the appurtenances, tenements, hereditaments,  
rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apper-  
taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation  
apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lino-  
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 **SIXTEEN THOUSAND EIGHT HUNDRED**  
**(\$16,850.00)** Dollars, 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 \$138.50 commencing  
**October 20, 1975**

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.

The grantor hereby covenants 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 grantor will and his heirs,  
executors and administrators shall warrant and defend his said title thereto  
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-  
cedence over this trust deed; to complete all buildings in course of construction  
or hereafter constructed on said premises within six months from the date  
hereof or the date construction is hereafter commenced; to repair and restore  
promptly and in good workmanlike manner any building or improvement on  
said property which may be damaged or destroyed and pay, when due, all  
costs incurred thereby; to allow beneficiary to inspect said property at all  
times during construction; to replace any work or materials unsatisfactory to  
beneficiary within fifteen days after written notice from beneficiary of such  
fact; not to remove or destroy any building or improvements now or hereafter  
constructed on said premises; to keep all buildings and improvements now or  
hereafter erected upon said property in good repair and to commit or suffer  
no waste of said premises; to keep all buildings, property and improvements  
now or hereafter erected on said premises continuously insured against loss  
by fire or each other hazards as the beneficiary may from time to time require,  
in a sum not less than the original principal sum of the note or obligation  
secured by this trust deed, in a company or companies acceptable to the bene-  
ficiary, and to deliver the original policy of insurance in correct form and with  
approved loss payable clause in favor of the beneficiary attached and with  
premium paid, to the principal place of business of the beneficiary at least  
fifteen days prior to the effective date of any such policy of insurance. If  
said policy of insurance is not so tendered, the beneficiary may in its own  
discretion obtain insurance for the benefit of the beneficiary, which insurance  
shall be non-cancellable by the grantor during the full term of the policy thus  
obtained.

Exhibit A is attached hereto and is hereby  
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  
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  
policies upon said property, such payments are to be made through the bene-  
ficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay  
any and all taxes, assessments and other charges levied or imposed against  
said property in the amounts as shown by the statements thereof furnished  
by the collector of such taxes, assessments or other charges, and to pay the  
insurance premiums in the amounts shown on the statements submitted by the  
insurance carriers or their representatives, and to charge said sums to the  
beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to  
in no event to hold the beneficiary responsible for failure to have any insur-  
ance written or for any loss or damage growing out of a defect in any insur-  
ance policy, and the beneficiary hereby is authorized, in the event of any  
loss, to compromise and settle with any insurance company and to apply any  
such insurance receipts upon the obligations secured by this trust deed. In  
computing the amount of the indebtedness for payment and satisfaction in  
full or upon sale or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the  
indebtedness. If the reserve account for taxes, assessments, insurance premiums  
and other charges is not sufficient at any time for the payment of such charges  
as they become due, the grantor shall pay the deficit to the beneficiary upon  
demand, and if not paid within ten days after such demand, the beneficiary  
may at its option add the amount of such deficit to the principal of the  
obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the  
beneficiary may at its option carry out the same, and all its expenditures there-  
for shall draw interest at the rate specified in the note, shall be repayable by  
the grantor on demand and shall be secured by the lien of this trust deed. In  
this connection, the beneficiary shall have the right in its discretion to complete  
any improvements made on said premises and also to make such repairs to said  
property as in its sole discretion it may deem 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 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 purporting to affect the secur-  
ity hereof or the rights or powers of the beneficiary or trustee; and to pay all  
costs and expenses, including cost of evidence of title and attorney's fees in a  
reasonable sum to be fixed by the court, in any such action or proceeding in  
which the beneficiary or trustee may appear and in any suit brought by bene-  
ficiary to foreclose this deed, and all said sums shall be secured by this trust  
deed.

The beneficiary 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 to commence, prosecute in its own name, appear in or defend any ac-  
tion or proceedings, or to make any compromise or settlement in connection with  
such taking and, if it so elects, to require that all or any portion of the money's  
payable as compensation for such taking, which are in excess of the amount re-  
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  
fees necessarily paid or incurred by the beneficiary in such proceedings, and the  
balance applied upon the indebtedness secured hereby; and the grantor agrees  
that its own expense, to take such actions and execute such instruments as shall  
be necessary in obtaining such compensation, promptly upon the beneficiary's  
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 can-  
dorsement (in case of full reconveyance, for cancellation), without affecting the  
liability of any person or of any personal property located thereon. Until  
the performance of any agreement hereunder, grantor shall have the right to  
consent to the making of any map or plat of said property; (b) join in granting  
any easement or creating and restriction thereon, (c) join in any subordination  
without warranty, all or any part of the property. The grantee in any reconvey-  
ance may be described as the "person or persons legally entitled thereto" and  
the recitals therein 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.

3. As additional security, grantor hereby assigns to beneficiary during the  
continuance of these trusts all rents, issues, royalties and profits of the prop-  
erty affected by this deed and of any personal property located thereon. Until  
the grantor shall default in the payment of any indebtedness secured hereby or in  
the performance of any agreement hereunder, grantor shall have the right to col-  
lect all such rents, issues, royalties and profits earned prior to default as they  
become due and payable. Upon any default by the grantor hereunder, the bene-  
ficiary may at any time without notice, either in person, by agent or by a re-  
ceiver to be appointed by a court, and without regard to the adequacy of any  
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 indebtedness secured hereby, and in such order  
as the beneficiary may determine.

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.

6. 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 it 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 obligation 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, and the trustee shall cause to be sold and the proceeds of sale to be paid to the beneficiary. The trustee shall also give notice of default and election to sell to the beneficiary by registered mail, return receipt requested, and the beneficiary shall deposit with the trustee this trust deed and all 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 recording 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 sale 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 as he may determine. Any sale made by the trustee after the time and place fixed in said notice and from time to time thereafter may postpone the sale by public sale.

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, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of 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 commissions of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all other liens having recorded liens subsequent to the trust deed; (4) To the interest of the trustee in the trust deed; (5) To the interest of the trustee in the trust deed as their interests appear in the order of their priority. (6) 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 an entire trust appointed hereunder. Upon such appointment and written notice of such appointment to the successor trustee, the latter shall have all the powers, authority and duties conferred upon the trustee named or appointed hereunder. Powers and duties conferred upon the trustee named or appointed hereunder shall be deemed to be substitutedly performed by the successor trustee. The appointment of the beneficiary, containing reference to this will, shall be recorded in the county clerk or recorder of the county in which the property is situated, shall be conclusive proof of the 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 any action or proceeding in which the grantor, beneficiary or trustee shall be party unless such action or proceeding is brought by the trustee.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

St. M. Bonar (SEAL)

James K. Boman (SEAL)

STATE OF OREGON }  
County of Klamath }

County of Klamath, ss. 13<sup>th</sup> day of September, 1975, before me, the undersigned,

Notary Public in and for said county and state, personally appeared the within named \_\_\_\_\_  
\_\_\_\_\_ and FRANCES K ROMAN, husband and wife

to me personally known to be the identical individual S. named in and who executed the foregoing instrument and acknowledged to me that they 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.

James D. Borch  
Notary Public for Oregon  
My commission expires: 10.25-98

(SEAL

Loan No.

## TRUST DEED

## Granto

TO  
FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION

Beneficiary

After Recording Return To:  
FIRST FEDERAL SAVINGS  
540 Main St.  
Klamath Falls, Oregon

STATE OF OREGON } ss  
County of Klamath }

I certify that the within instrument  
was received for record on the 15<sup>th</sup>  
day of Sept., 1975  
at 2:28 o'clock P. M., and recorded  
in book M. 75 on page 1094  
Record of Mortgages of said County.

Witness my hand and seal of Court  
affixed.

Wm D Milne

County Clerk

By Gregory E. Bucka 6.00 Deput

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.

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Steven M Bonar James K Bonar