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## TRUST DEED

THIS TRUST DEED, made this 12thday of September ..., 1975 , between EDWARD SILLING and PHYLLIS ANN SILLING, 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:

That portion of Lots 3 and 4, Block 1, FAIRVIEW ADDITION to the City of Klamath Falls, Oregon, described as follows: Beginning at a point on the West line of Lot 4, Block 1, Fairview Addition 10 feet North of the Southwest corner of said Lot 4; thence North 50 feet; thence East 65 feet; thence South 50 feet; thence West 65 feet to the point of beginning.

which said described real property is not currently used for agricultural, timber or grazing purposes 3

default, any balance remaining in the reserve account shall be credited to the indultedness. 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.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granior 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 ciear 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.

executors and administrators shall warrant and defend his said tills thereis 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 incredire construction is hereafter commenced; to repair and restore promptly in date construction is hereafter commenced; to repair and restore promptly in date construction and when the said property at all costs incurred therefore any work or materials unsatisfactory to beneficiary within fifteen days file any building or improvement on the rest or destroy any building or improvement on the said property is to keep all promises work or materials unsatisfactory to beneficiary within fifteen days file any building, proper tail provements now or hereafter eccet any solution in provements now or hereafter constructed on said premises; to keep all buildings, proper to commit or suffer now as the said premises; to keep all buildings, proper the note of against 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 approved loss payable clause in favor of the beneficiary and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary may in any in a list own abound to deliver the original policy of insurance in origing in the approved loss payable clause in favor of the beneficiary as tached and with approved loss payable clause in favor of the beneficiary may in any in a sum and the definition obtain the original policy of insurance in the hereif of the beneficiary with in favorance in a sum to be the principal policy of insurance in the hereif

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 arges levied or assessed against said property, or any part thereof, before is same begin to bear interest and also to pury permitting through the bene-lers upon said property, such payments are to be remiums on all insurance levies upon said property, such payments are to be through the bene-fary, as aforesaid. The grantor hereby authorizes and to imposed against id property in the amounts as shown by the statements thereof furnished the collector of such taxes, assessments or other charges and to put the surance premiums in the amounts shown on the statements submitted the surance carriers or their representatives, and ta abaaments author the surance of the submitted the statements are been all the taxes of the levies of the submitted the submitted the statements within the taxes insurance carriers or their representatives, and ta abaaments against the loan or to withdraw the sum which may be required from the same begin i policies upon said ficiary, as afores any and all taxe said property in by the collector of insurance premiur the insurance carr 5 the ban of to "lifting of the same that a state of the ban of to "lifting of the same that the

request.
2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note the definition of the payment of the fees and presentation of this deed and the note the definition of any person for the payment of the indebtedness, the trustee may the consent to the making of any map or plat of said property; (b) Join in granting and restriction threcon, (c) Join in any subordination ow the definition of the payment of the plate is any ensement or creating and restriction threcon, (c) Join in any subordination ow the definition of the payment of the plate is any ensement of the restriction threcon, the definition of the property. The grantee in any reconvey the creating therein of as the "person or persons legally entitled thereto" and truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00. In the security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the property infected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indichtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalites and profits as fit as they become due and payable. Upon any default by the grantor shall have the right to collect all such rents, issues, royalites and profits are provided by a green due to be appointed by a court, and without regard to the adequacy of any account of the indichtedness its and profits and the payment of the adequacy of any account of the indichtedness hereby secured, merel upon and take possession of the rents, issues any profits, including those past due and uppaid, and apply able autorneys for any any and had budding those past due and uppaid, and pay and any indichtedness actuered hereby, and in such order as the homoreliary may any indichtedness succed hereby, and in such order as the homoreliary may any indichtedness actuered hereby, and in such order as the homoreliary may any indichtedness and profits including those past due and homoreliary may any indichtedness actuered hereby, and in such order as the homoreliary may any indichtedness actuered hereby, and in such order as the homoreliary may any indichtedness actuered hereby and in the order of a the homoreliary may any indichtedness actuered hereby and in a such order of a the proficiary and and and pay any indichtedness actuered hereby and the order of a the homoreliary may any indichtedness actuered hereby and in a such order of a the homoreliary may any indichtedness actuered hereby and the order of a the homoreliary may any indichtedness actuered hereby and the order of a the homoreliary may any indichtedness actuered hereby and the order of a the homoreliary may any indite the and the homoreliary m



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It is mutually agreed that: It is mutually agreed that: In the event that any portion or all of said property shall be taken 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 of the state such of the state payable as commensation for such taking, which are in excess of the amount re-quired to pay all reason for such taking, which are in excess of the amount re-or incurred by the grantor is proceedings, shall be paid to the beneficiary fees necessarily paid or incurred y ethoniable costs and expenses and attorney's fees necessarily paid or incurred y the original beneficiary in such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the heneficiary may at its option carry out the same, and all its expenditures there-for shall draw interest at the respectived 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 promises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

toperty as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, venants, conditions and restrictions affecting said property; to pay all solts is and expenses of this trust, including the cost of tille warefn, all woll as ne other costs and expenses of the truster incurred in connection with for i enforcing this obligation, and trustee's and attorney's fees actually incurred; y heprexi and defend any action or proceeding purporting to affect the secur-y hereout or the rights or powers of the beneficiary or trustee; and to pay all "mannable expresses, including cost of evidence of tille and attorney's fees and hich the beneficiary or trustee may appear and in any suit brought by bene-citary to foreclose this deed, and all said sums shall be secured by this trust text.

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the purchaser his deeu us oovenant or iold, but without auy oovenant or i the deed of any matters or facts as thereof. Any person, excluding the peneficiary, may purchase at the as

When the Trustee sells pursuant to the hen the Trustes sense of the trustestion of is spir the proceeds of the trustestion of es of the sale including the compensation of charge by the site sense. (a) To the obligge the trust decide as their list of the trust decide as their list their priority. (4) The surplus, if any, to the their priority. (4) The surplus, if any, to the to his successor in interest entitled to such

10. For any reason permitted by law, the beneficiary a 10. For any reason or successors to any successor trustee appoint a successor trustee, the latter shall be veyance to the successor trustee, the latter shall be and dulks conferred upon any trustee herein named or such appointment and substitution shall be made by such appointment and substitution shall be the successor truster in the succes

Trustee accepts this trust when this

inures to the benefit of, and binds

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

(SEAL) Us ann Silling (SEAL)

STATE OF OREGON County of Klamath

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19.75, before me, the undersigned, a September Notary Public in and for said county and state, personally appeared the within named. BDWARD SILLING and PHYLLIS ANN SILLING, husband and wife

known to be the identical individual....S named in and who executed the foregoing

they executed the same freely and voluntarily for the uses and purposes IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial

IN TESTIMONY WHEREOF, I have hereunic set m	Notary Public for My commission e	Oregon Appres: 10 - 25 - 18	
Loan No. TRUST DEED Grantor TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS S40 Main St. Klamath Falls, Oregon	(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN- TIES WHERE USED.)	STATE OF OREGON County of Klamath ss. I certify that the within instrument was received for record on the 15 day of Sept., 1975., at 3:17o'clock.p. M., and recorded in book M.75on page 10957. Record of Mortgages of said County. Witness my hand and seal of County offixed. Win D Milne County Clerk By County Clerk By Deputy	

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and a second

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 pregovernmental charges levice of assessed against the above described property and instruct pre-miums 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 purchase price paid by the grantor at the time the loan was made of 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 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 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. Edward Sitting a