MT- 1357 1#0140-708 9656

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THIS TRUST DEED, made this 27thday of Januarv BEATRICE SHEHI, A Single Woman

, 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:

TRUST DEED

Lot 1, Block 6, SECOND ADDITION TO WINEME GARDENS, according to the official plat there-of 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,

togethar with all and singular the appurtenances, tenements hereditaments, rents, issues, profits, water rights, easements or privileges new tagether with all and singular the appurtenances, tenements hereditaments, rents, issues, profits, water rights, easements or privileges new hereafter belonging to, dorived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, vent-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds. floor lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds. floor covering in place such as walkto-wall carpeting and integrate and built in appliances new or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may hereafter equip. For the purple of sections with the above described premises, including all interest therein which the granter has or may hereafter equip. The THE THE PRODUCTION performance of each agreement of the granter herein contained and the payment of the sum of the provider of even face herewith, payable to the (\$2.5, marked, or or or or or or or principal and interest being payable in monthly installments of \$20.9, 90, commencing Marked, 5th

This trust doed shall further scoure 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 role 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 herein that the said premises and property conveyed by this trust deed are free and clear of all encounteraces end that the orantor will and the sa, excoutors and administrators shall warrant and defend his said this Liseroid sgainst the claims of all persons whomsover.

Accounts and administrators that marrate and defend his said this heirs, against the claims of all persons whomsoever. The prontor covenance shit serves to the transmission of the trans-transmission of the serves of the serves of the transmission of the trans-transmission of the serves of the serves of the transmission of the trans-station of the serves of the serves of the serves of the trans-transmission of the serves of the serves of the serves of the trans-transmission of the serves and property which may be damaged or destroyed and pay, where it is the serves of the serves of the serves of the serves of the serves and property which in the serves of the serves and property which if there days after when only the serves of the serve of the serves of the serves of the serve of the serve of the serves of the serve of the serves of the serve of the serve

shall be non-cancellable by the grantor during the full term of the policy thus obtained. In the the purpose of providing regularly for the prompt payment of all taxes, massesments, and governmental charges level on taxessed souther the above described property and insurance premiums while the indicidents secured hereiby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the laam was made or the boundfeirsty original approximately in the transfer of the instruction of the less entry of the property at the time the loam was made or the boundfeirsty original approximately in difficult of the property at the time the loam was made or the boundfeirsty original approximately in the grantor at the time the loam for the boundfeirsty original approximately in addition to the monthly payments of principal and interest payable under the terms of the noise or obliggition 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 the preserve shall be point of property within each succeeding the preserve shall be property as the first of the grantor interest are payable with each succeeding the preserve shall be point by bank and is a rare not less than the behave taking to the grantor by bank and all so is a start or the 4%. Interest shall be computed an the average to the data for the second to data the 4%. Interest shall be computed on the average to the extend and out of the interest shall be paid quarterly to the grantor by crediting to the extra account and shall be paid quarterly to the grantor by crediting to the extra account of the interest due.

While the granter is to pay any and all taxes, assessments and other charges levied or assessed ascinst said property, or any part thereof, before the same begin to bear interests and also to pay premiums on all insurance policies upon said property, such pay-ments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the bureficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amount as a shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums outlettor of such taxes, assessments or other charges, and to pay the insurance premium results established for that be discincted exhibited by the insurance carliers or their ren-results established for that purpose. The grantor agrees in no event to hold the beneficiary out of a defect in any insurance written or for any loss or damage growing such insurance policy, and the beneficiary hereby is authorized. In the such there is no event to so compromise and settle with any insurance company and to apply any such insurance receipts oping on the oblighting settle in any loss or damage growing such insurance is not be and the settle with any insurance company and to apply any such insurance receipts oping the settle with any insurance in any loss of damage devices of the amount of, the indebtedness for payment and satisfaction in full or upon sale or other

requiring at the presents by the beneficiary after default, any balance remaining in the training are count shall be credited to the indextedness. If any authorized reserve account for taxe, assessment, how charges as they become due, the grantor shall be year of such charges as they become due, the grant shall be year of the beneficiary one demand, and if not paid within ten days after such demand the beneficiary may at its option and the amount of such definit to the principal of the beneficiary may at its option and the amount of such definit to the principal of the beneficiary may at its option and the amount of such definit to the principal of the sublighting structures there are also be approximately and the superstant of the trainers the principal of the sublighting structures there are also be the superstant of the trainers the superstant of the trainers the superstant of the trainers the superstant of the trainer of the trainer tends of the trainers the superstant of the trainers the superstant of the trainer of the trainer tends of the trainers to support as a superstant of the trainer tends of the trainers to all the superstant of the trainer tends of the trainer tends of the trainer tends of the trainer to supplete any dependent of the trainer agrees to comply with all have, redifficient of the struct tends and the superstant of the struct the security there of the trainer agrees of the truster incurred in connection with or in enforcing the solution of the trust. Including the cost of tile search, as well as reasonable and expenses, including cost of evidence of the struct the same tends the secure the struct the specificiary or trusters and expenses of the trust and stormey suit brought heurers the reasonable and expenses of the court, in any any suit brought heurers the reasonable and the specificiary of trusters and expenses of the trust any suit brought heurers the trust by been deficiary and the specificiary of trusters and the specificiary of trusters and the specificiary of trusters and tend

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.

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It is mutually agreed that:

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 so commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or actitement in connected such taking and. If is so elects to require that all or any portion of the amount re-guired to pay all reasonable costs, expenses and attut for a schement with and polled by the grantor in such proceedings, whild de the beneficiary and applied by it first upon any reasonable costs, expenses and attut for a such the torney's and applied by it first upon any reasonable the right of the grant of the grant of the schemes, and the halance applied upon the indertedness and excute 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 dorsement (in case of full reconveyance, for canceliation), without affecting the isolity of any person for the payment of the indebtdness, the trustee may indu-tion of the making of any map or plat of said property; (b) fold in frame any easement or creating and restriction thereon, (c) join in many; (d) reconvey, without warranty, all or any part of the property. There is any indu-ance may be described as the "person or persons legally entitled thereto" and the truthfulness thereof. Truster's frees for any of the services in this paragraph shall be 3.00.

shall be \$5.00. Attusted a term tor any of the services in this paragraph shall be \$5.00. S. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royaities and profiles of the pro-perty affected by this deef and of any personal property located thereos. Until grantor shall default in the payment of any indebtedness secured hereby or ol-lect all such rents, issues, royaities and up by the grantor shall default as they find any default in the payment of any indebtedness secured hereby or ol-lect all such rents, issues, royaities and up by the grantor there of default as they find any attent of the security of the security of the security of the performer and the performer of the profestiones and there of the security of the find property, or any part thereof, in its own name sus for or otherwise collect the rents issues and profits, including those past due and uppaid, and appip the same, less costs and expenses of operation and collection, including reason as the beneficiary may determine.



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The grantor shall notify beneficiary in writing or sale of the above described property and iun upplied it with such personal information concern officarity be required of a new loan applicant and os charge.

• or rise that go. • or rise that go. • Time is of the essence of this instrument and upon default by the strahter in payment of any indebtedness secured hereby or in performance of any mediately due and payable by delivery not the trustee of written notice of default and election to sell that trust property, which notice trustees shall thin to sell, the beneficiary shall deposit with the trustee that the trust end all promissory notices and documents evidencing capenditures secure hereby, whereupon the trustees shall fit the time and place of sails and give notice thereof as then required by law.

uree or saw. 7. After default and any time prior to five days before the data set the Trustee for the Trustee's saie, the grantor or other person so the grantor or other person so alleged may pay the entire amount then due under this frust deed and alleged may pay the entire amount then due can be setup and and alleged may pay the entire amount then due and expenses actually incurred enforcing the terms of the obligation and trustee's and attorney's fees exteroling \$50.00 each) other than such particut of the principal as would then be due had no default occurred and thereby cure the default.

Proper appointment of the successf from this deed, duly executed and acknow-il. Trustee accepts this trust when this deed, duly executed and acknow-ledged is used 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, Leneficiary or trustee shall be a party unters such action, or proceeding is brought by the trustee. But then be that has no default occurred and thready that but addant 8. After the lapse of such time as may then be required by law following the recording and audice of default and then be required by law following truster shall sell said property at the parcels, and in such order as he may de-termine, at public able of the highest bilder for cash, in lawful more of the termine, at public ables at the imme of sais. Trustee may postpone sais of all of any either the terms of the terms of the sais the parcels, and in a sait and from time to thme thereafter may postpone the sais by public an-sait and from time to thme thereafter may postpone the sais by public an-

party moves such action of proceeding is brought by the trustee. 12. This deed applies to, mores to the benefit of, and black all parties hereto, their besis, logators devices, administrators, exceeding and assigns. The term "benefiting" "best administrators, successors and assigns. The term "benefiting" "best whether or not name as a beneficiary berein. Includes the dead and whenever the context so requires, the mas-culate includes the feminine and/or neuter, and the singular number la-culate her plural.

sourcement at the time train of articles as real deliver to the gurchaster his deed in form as real perty so cold, but without any covenant or with routhulaces thereof. Any person, stducing the and the beneficiary, may purchase at the sain

and the perficiency, may perform a performance of the powers provided hardin, the tructer shall apply the processie of the truster's sale as follown: (1) To the approace of the truster's sale as follown: (2) To the approace of the trust device the trust device by the attorney. (2) To the obligation secured by the trust device the trust device to the trust appear in the order of the trust events and the trust device the subsequent to the trust device to his successor in interest until any to the surplus.

deed of to his successor in interest sullted to such surplut.

For any reason permitted by law, the beneficiary may from time to time apoint a successor of successors to any fusiles pamel herein, or to any successor trustee appointed harsunder. Upon such appointer that without con-versaors to the successor trustee, the latter harmed or spontate here without con-such appointment and automation to any trust here harmed or spontate here without con-such appointment and automation of the made by written instrument successor by the beneficiently, recorded in the affice of the county clerk or recorder of the county or counties in which the property is situated, shall be convided and at phono for proper appointment of the successor trustee.

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

it we success (SEAL) (SEAL) STATE OF OREGON THIS IS TO CERTIFY that on this 27th County of Klamath 19 76 , before me, the undersigned, o day of January Notary Public in and for said county and state, personally appeared the within named BEATRICE SHEWI, 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 precured the semistical individual for the uses and purposes therein expressed. IN TESTIMONY WHEREOF I have bereants set my hand and affixed my normal seal the day and year last above written. Surald V. Trour SUGUS. Notary Public for Oregon My commission expires: 11-12-78 A ST OF (SEAL) STATE OF OREGON) SS. Loan No. County of Klamath TRUST DEED I cortify that the within instrument was received for record on the 2020 day of JANUARY 19 76 at 1;19 o'clock PM., and recorded 1336 (DON'T USE THIS BPACE: REBERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) in book 1.76 on page 1336 Record of Mortgages of said County. Granto то Witness my hand and seal of County FIRST FEDERAL SAVINGS & LOAN ASSOCIATION affixed. W. D. FILKE Beneficiary County Clerk After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

FEE \$ 6.00

TO: William Ganong.... Trustee

DATED:

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The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or have 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 have 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust 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 same.

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First Federal Savings and Loan Association, Beneficiary

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