L#0140.716 TRUST DEED IN. 76 Page 10068 1976 THIS TRUST DEED, made this 9th day of Pebruary TERRY L. CLEMENS AND LORETTA F. CLEMENS, Husband and Wife , as grantor, William Ganong, Jr., as trustae, 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;

TA 38-10335

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The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property A parcel of land in the SaSEANWE of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Reginning at a The will emericise mericise, more particularly described as lotiows: meginning at a point in the said $S_2^1SE_1^1NW_1^1$ of Section 11, Township 39 South, Range 9 East of the will emericise the same sector sect Willamette Meridian which lies North 331.4 feet, and North 88° 57' East 98,55 feet from the Southwest corner thereof; thence continuing North 88° 57' East a distance of 98.55 feet, more or less to the Southwest corner of that certain tract conveyed by J.N. Stiles, et ux, to J. Earl Henning, by deed dated March 4, 1949, recorded March 31, 1949, thence North 0° 43' West along the Westerly line of said tract conveyed to J. Earl. Henning, a distance of 331.2 feet to the North line of said SaseANW; thence South 88° 58' West along the North line of said S2SERNW1 a distance of 98.55 feet; thence South 0° 13' East 331.3 feet. more or less to the point of beginning.

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which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtana cas, tenaments, hereditaments, rents, issues, profite water rights, easements or privilages now or together with all and singular the appurtune cas, tenements, hereditaments, rents, issues, profite water rights, easements or privilages now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing. lighting, heating, venti-lating, eir-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-well carpeting and lineleum, shades and 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 security with the above described premises, including all interest therein and the payment of the sum of <u>FOURTPERN</u> AND NO/100 parformances of and agreement of the grantor herein contained and the payment of a promissory note of even date herewith, payable to the security of order and made by the grantor, principal and interest being payable in monthly installments of <u>Augusting</u> commencing

This trust deed shall further secure the payment of such additional money. If any, as may be loazed harvafter by the beneficiary to the grantor or others thaving an interest in the above described property, as may be evidenced by a factor or notes. If the induces recured by this trust received by it upon more than one note, the beneficiary may credit payments received by it upon any of said notes of part of any payment on one note and part on another, as the beneficiary may elect.

The granics may user. The granics hereby even sais to and with the trustee and the beneficiary herein that the said promises and trajurity conversed by this trust deed in the said promises and that the grantor will and the here. Lagranist the claims of all persons whomesoever.

Securitors and additional periods who are and additional that said the therefore the additional period whomenewith the additional period whome

I ne BORGENELLENE a providing regularly for the prompt payment of all targs, That for the purpose of providing regularly for the prompt payment of all targs, sametals, and gorermental charges levied or assessed sgainst the above described pro-table lever of the original purchase price paid by the grantor at the time the loan was y and insurance premium while the indettedness secured hereby is in excess of 80% the lever of the original spurchase price paid by the grantor at the time the loan he lever of the beneficiary in addition to the monthly payments of is or the beneficiary's original spurchase the nois or obligation secure beneficiary made, grantom constraint equal to 1/12 wipal and interest payable under the terms of the nois or obligation secure descrip-ing the secure of the secure data and interest are payable with respect to said property the data instances are not the state are available with respect to said property will like date installments on principal and interest are payable an assemit equal to 1/12of the taxes, assessments, and white of all so 1/80 of the insurance premium payable with will be each successful and the solution of the instruction premium payable with exposer to said property which will be beneficiars. Peopleting shall pay to the grant effect as estimated and directed by the beneficiars. Respective shall pay to the grant interest on said amounts allowed as the beneficiars. The subscript is a set of the subscript of the solution of the solution of the solution of the subscript of the grant by banks on their open patholes accounts minus 3/6. Interest shall be paid computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the second account for an shall be paid quarterly to the grantor by crediting to the second account of the interest due.

Sector account the anomaly and all takes, any seminary and other clarges leven while the granter is to pay any and all takes, any seminary and other clarges leven acressed against and property, or any part thereof. Defore the same begin to been served against and property and all transmessed. The granter been and a set to be much through the interfeters, seminar and other charges level and a set to be much through the interfeters, seminar and the rest level of previous seminary and all takes, seminary and to pry the interfeter ac-rest and late there interfeters and to pry the interfeter account of their takes, seesements or other there used on the rest and the prefixers and taket takes, seesements or other there used the takets and the beneficiary of auch takets, show statements there in the takets and the beneficiary of auch takets, show statements there in the taket and the beneficiary of auch takets, show statements of the takets and the beneficiary of auch takets, show that and the beneficiary takets and the beneficiary of auch takets and the beneficiary takets and the beneficiary an the sines sums which agrees that purpose. The graning agrees that purpose. The graning agrees that the second second second second that agrees and the second second second second means of the second sec

acquisition of the property by the beneficiary after default, any isalance remaining in the reserve account shall be credited to the indebtedness. If any authorized reserve account for taxes, assessments, incurance premiums and other causes is not sufficient at any line for the parament of such charges as they become day, 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 acid the amount of such deficit to the principal of the obligation servered hereby.

sation served hereby. Should the grantor fail to keep any of the foregoing covenants, then the officiary may as its option carry out the same, and all its spenditures the officiary may as its option carry out the same, and all the reparable by shall draw interest as the same secured by the lien of the trust deed. In grantor on demand arian blank he secured by the lien of alternition to complete is connection, the beneficiary shall have the right in lief a such repairs to said improvements made on said premises and also to make such repairs to said perty as in the sub-dimension it may deem necessary or advisable.

operty as in the well discontion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations and expenses of this trust, building the cost of title scatch as well as order costs and expenses of this trust, of the trustee incurred in connection with or order costs and expenses, of the trustee incurred in connections with or appear in and defend any powers of the beneficiary and attorney's fees in a sta and expenses, in function or proceeding purporting steet: and to pay all r hereof or the rights using overse of the beneficiary and attorney's fees in a sta and expenses, in function our, in any any suit brought by bene-lich the beneficiary and any suit brought by bene-lich the beneficiary to forectose this deed, and all said sums shall be secured by this trust ed.

The beneficiary will furnish to the grantor on written request therefor an usi statement of account but shall not be obligated or required to furnish further statements of account.

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 2. In the event that any portion or all of said property shall have 3. In the original domain or condemnation, the beneficiary shall have 3. In the commence, proceeding in its own name, appear in or defend any ac-ting to commence, proceeding on promise or sail month in connection with the commence, proceeding on promise or sail month of the month's the commence of the same any comparison or sail month of the income taking any month of the same of the same of the same of the same of the taking the same of the costs, expresses and attorney's fees necessarily paid bloc as on the same of the same of the same of the same ficture of

request. 8. At any time and from time to time upon written request of the beneficiary's and the second se

B. As additional security, grantor hereby assigns to ber in a subtion as accurity, grantor hereb subscored by this deed and of any preson of shall default in the payment of any efformance of any agreement hereunder, if such rents, issues, covaities and the become due and pay and official foldes, either is person, by, icitary may a source of a court, and without its and the security for the indebtedness hereby secured, enter upon and said property, or any part thereon, in its own same the low the rents, issues and part parts, including those past due and the rents, issues and parts parts of operation and collecture the rents, issue could and have have been and the parts which allowed the same issues and indebtedness secured hereby, which allowed the same issues and any indebtedness secured hereby,



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	5. The grantor shall notify beneficiary in writing of any trant for sais of the above described property and furnish has form applied it will such personal information concerning the would ordinarily be required of a new loan applicant and shall p acturize between the required of a new loan applicant and shall p	sale or con- not an university the Trustee sais pursisant is the sowers provided herein the artistry or intrustee shall apply the proceeds of the brastee's cale as follows: (1) for artistry or intrustee shall apply the proceeds of the brastee's cale as follows: (1) for artistry or another the sais including the compensation of the brastee, and a purchased set intermediate the compensation of the brastee as another trust food. (3) for all persons heving recorded that astherements in the intermate of they provide in the surplus, if any, to the grantor of the trust article of they provide an intermet entitled to such aughted at ant by the dead or to his successor in interest entitled to such aughted.	
	would ordinarily be required of a new loan applicant and enally a service charge.	trust down, (a) Fo all persons having recorded light attendance we have the trust down, (b) for all persons and as that interests appear in the interests of the trust down as	
	6. Time is of the essence of this instrument and upon d grantor in particle is any indebtedness secured hereby or is particle any indebtedness secured hereby or is particle and any indebtedness secured hereby or is particle and any indebte by delivery for he trustee of writtee on and election to sail the trust property, which notes trustee sha duly filed for record. Upon delivery of add actions of default and the baseficiary shall deposit with the trustee the trust deed and notes and documents evidencing expenditures accured hereby, trustees shall fix the time and place of sale and give notice to the the solid law.	remance of any deed or to his successor in interval successor to any clean time is the of default in the successor permitted by jury, the beneficiary many from time is successor function of any reason permitted by jury, the beneficiary many from time is interval to sell, successor function any reason permitted by jury, the beneficiary many from time is successor function and successor to any trustee are any successor function in the successor trustee of any successor function and successor in the successor is by the beneficiary, containing reference to this trust deal and its plane of successor is under the properties of the successor is successor is successor when recorded in the offlice of the county clerk or records of the successor appointment and substitution shall be made hy written instrument excluded by the beneficiary, containing reference to this trust deal and its plane of successor appointment of the successor invites.	
	and election to sell the trust property, which notice trustee sha duly files for record. Upon delivery of said notice of default and e the baneficiary shall deposit with the trustee this trust deed and	II cause to be time appoint a account of herounder. Upon such appaintment and without com- jection to sell, successor Huston appointed herounder. Upon such appaintment and without com- all promissory veyance to the successor trustee, the latter shall be vested with all this, puwers and the and duites conferred upon any trustee herein annod or appointed herounder. Mash because of the and duites conferred upon any trustee herein annod or appointed herounder appointed	
	noise and documents evidencing expenditures accured nervey, trustees shall fix the time and place of sale and give notice to required by law.	such appointment and substitution shall be made by written mistion mistaines there by the bundlichary, containing reference to this trust deal and its place of record, which, when recorded in the office of the county cirk to recorder of the	The second states and second
	7. After default and any time prior to five days before by the Trustee for the Trustee's sale, the granter or of privileged may pay the entire amount then due under this t	the data set county or counties in which the property is used. And the property of the set of the successor function. The person so proper appointment of the successor function. The set of the set	
	7. After default and any time prior to five days before by the Trustee for the Trustee's sale, the grantor or out be obligations secured thereby (including costs and expenses to the obligations secured thereby (including costs and expenses in anforcing the terms of the obligation and trustee's and in anto exceeding \$500 exch) other than auch portion of the prin not exceeding \$500 exch) other than auch portion of the prin not then be due had no default occurred and thereby ourse th	rer person 60 proper appointment of the success from the dead, duly associated and acknow- tually issurred 11. Truster accepts this trust when this dead, duly associated and acknow- technery's feed is made a public record, as provided by law. The trusters is not obligated schemey's feed is made a public record, as provided by law. The trusters is not obligated any action or proceeding in which the granter, hendiciary or trustee shall be a any action or proceeding in which the granter, hendiciary or trustees that be a to be following or proceeding is brought by the trustees.	A REAL PROPERTY OF THE REAL
	not then be due hall no default occurred and thereby but on 6. After the lapse of such time as may then be required b but of default and the state of default and string of said not	y law following party unless such action or proceeding is prolight by sad tabuts. y law following 12. This deed applies to, nurses to the benefit of, and binds all parties of of sale the successors and	
	the reconstruct of said property at the time and place fixed by him of sale, either as a whole or in separate parcels, and in such order insuring, at public spectical to the highest blidder for each, is lawin	y law following on of asle, the in said solution of proceeding of the benefit of, and binds all parties on of asle, the in said solution barries, their device legal of the benefit of, and binds all parties as he may do- as he may do- asigns. The term "beneficiary" shall mean the holder and owner, thouding is able on a state of the term "beneficiary" shall mean the holder and owner, thouding beneficiary beneficiary to be assured haveby, whether or not named as a beneficiary shall be able of all or hereis. In construing this dead and whenever the context so requires, the num- te and piace of culture gender noiculues the feminiate and/or neuter, and the singular number kn- cludes the plural.	
	8. After the laps of such times an may then be required by the recordstion of said notice of default and giving of said notic trauser shall sell said property at the since and pice fixed by him of said, either as a whole or in separate parcels, and in such ords termine, at public aution to the highest bidder for cash, is lawin United filts, apablic at the time of said. Trustee may pearson any perion of said property by public announcement at such time saie and from time to time thereafter may pesipone the said		
	IN WITNESS WHEREOF, said granter has	s hereunto set his hand and seal the day and year first above whiten.	
		Southa J. Clemens (SEAL)	and a standard standard and a standard a standard and a standard standard and a standard standard standard stand
		Alla J. Oreneros (SEAL)	
	County of Kleanath	February 19.76, before me, the undersigned, a	
	THIS IS TO CERTIFY that on this day of Notary Public in and for said county and slats, parsed	andly appeared the within named	
	TERRY L. CLEMEN	named in and who executed the foregoing instrument and acknowledged to me that	
	Who are the start and solutionity for	the uses and purposes mereni expressed.	
	IN TESTIMONY WHEREOF, I have hersunto set my	hand and affixed my polarial seal the day and year last above written.	
		Notery Public for Oregon My commission expires: 11-12-78	the stand which we are a first of the stand of the stand of the
	INEAN JF O		
		STATE OF OREGON)	
	Loan No	County of Klamath } ss.	
	TRUST DEED	I certify that the within instrument	
		was received for record on the	
		day of FLENDART , 1976 , at 10:470 clock A. M., and recorded	
		eracei, Reservez FOR RECORDING LABEL IN COUN- Record of Mortgages of said County.	
	TO	TIES WHERE USED.) Witness my hand and seal of County	
	FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	affixed.	
	Beneficiory	W. D. MILNE County Clerk	
	Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St.	the liphanic	
	Klamath Falls, Oregon	PEE \$ 6.00 Deputy	
		EST FOR FULL RECONVEYANCE	
		ed ally when obligations have been paid.	
	The undersigned is the legal owner and holder of The undersigned is the legal owner and holder of	all indebiedness secured by the foregoing trust doed. All sums secured by said trust doed recied, on payment to you of any sums awing to you under the terms of said trust doed a ness secured by said trust doed (which are delivered to you herewith together with said	
	have been fully paid and satisfied. For heady de- pursuant to statute, to cancel all evidences of indebted just dead and to reconvey, without warranty, to the	rected, on payment to you of any sums owing to you under the terms of sind that does to ness secured by said trust deed (which are delivered to you herewith together with said parties designated by the terms of said trust deed the estate now held by you under the	
	stine.	First Federal Savings and Loan Association, Beneficiary	
	DATED:	, 19	
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countermant at the time fixed by the presenting peripensions. The deliver to the pirchaser his deed in form as required by law, conver-perty as audi, but without any persons are warrantly, appropriate recitain is the deed of any matters or facts shall be employed cruthfulness thereof. Any person, escluding the strutes but including and the beneficiary, may purchase at the sale.

6. The entering upon and taking possession of said property. He semanates and rents, issues and profile or the propession of firs and other itsernance polices or compensation or wards for any taking or change or the property shall be on our provident of the property shall be only taking or release thereof, as abuvenid, shall ber cure or waive any de-sonance of release thereof, as abuvenid, shall ber cure or waive any de-sonance of release thereof, as abuvenid, any and core provides to be the statement of the second s