03-10104 1359 MTC 1359 10497 TRUST DEED Viel Mic Dave 2441	and the second
THIS TRUST DEED, made this 18th day of Fabruary 19 76, between 19 76, between 19 76, between	
, 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 Klarnath County, Oregon, described as:	
Lots 7, 8 and 9 Block 2, FIRST ADDITION TO BUENA VISTA ADDITION to the City of Klamath Falls, 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, easements or privileges now or hereafter belonging to, derived from or in anywise appartating to the above described premises, and all plumbing, lighting, heating, venti- lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering. In place such as well-to-well carpeting and linoleum, shades and built-in appliances now or hereafter instelled in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter accurre for the purpose of sech agreement of the grantor herein contained and the payment of the sum of <b>EIGHTEEN THOUSAND AND NO.100-</b> performance of each agreement of the grantor herein contained and the payment of the sum of <b>EIGHTEEN THOUSAND AND NO.100-</b> ( <b>5.18.000.00</b> ). 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 <b>\$.148.14</b> commencing	
This trust deed shall further secures the payment of such additional money, if any, as may be joaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note on potes. If the indebtedness secured by this trust deed is evidenced by a more than one note, the beneficiary may credit payments received by it upon any of a payments received by it by the nand, the indebtedness secured by the secure and part on another, there are an any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the secure are any at its option add the anount of such deficit to the principal of the	
The grantor hereby corenants 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 thereot arguing the clear of all presents whomsever.	
the granton due, all tares, assessments and other charges levied against thereof and, when due, all tares, assessments and other charges levied against all property; to keep and property from all enumbrances having pre- sedence over this true deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date or hereafter construction is hereafter commenced; to repair and restore promptly and in good workmalke manner any building or improvement and said property within fifteen and scenary of the secur- times during construction; to replace any work or materials unsatificatory to beneficiary within fifteen dury after writer notice from beneficiary of such faction to to restory or destroy ary building or improvements now or hereafter or to to be restored or destroy ary building or improvements now or fact into to remove or destroy ary building or improvements now or thereafter or the beneficiary within fifteen destroy ary building or improvements now or thereafter or the beneficiary within fifteen destroy ary building or improvements now or thereafter or the beneficiary within fifteen destroy ary building or improvements now or thereafter or the beneficiary within fifteen destroy ary building or improvements now or thereafter or the beneficiary of the set or the tarts of the trust or trust or may appear and in any aut brought by benc- tart.	
constructed on shild premises; to keep an building and to commit or suffer erected up this trust deed. The beneficiary shill be the provements on waste of said premises; to keep an building premises to keep an building premises to keep an building premises to the provents and the provements of account but shall not be obligated or required to furnish by fire or such other hazards as the principal size of the beneficiary statiched and with approved loss payable in favor of the beneficiary at the benefic	
iftigen days prior to the effective date of any such policy of insurance. In the vigit to commence, prosecute in its own name, spear in or defend any ac- maid policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance is not have any compromise or settlement in connection with shall be non-cancellable by the grantor during the full term of the policy thus obtained.	

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Fail policy of insurance is for the benefit of the benefitiary, which insurance shall be non-cancellable by the grantor during the full term of the policy for solutions. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and goormunetal charges level or assessed against the above described property and insurance premium while the indebtedness accured hardwy is in excess of 80 was of the level of the insurance premium while the indebtedness accured hardwy is in excess of 80 was of the level of property and insurance premium while the indebtedness accured hardwy is in excess of 80 was of the level of property and insurance premium while the indebtedness accured hardwy is in excess of 80 was of the level of t

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It is mutually agreed that: It is mutually agreed that: In the event that imp portion or all of said property shall be taken under the right of ominent domain or condemnation, the beneficiary shall have the right to commence, prescute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or actionment in connection with such taking and, if it so elects, to require that all or any portion of the mency's payable as compensation for such taking, which are in cryst see increasaily raid or incurred by the grantor in any promobile costs and expense and attorney's feed and the payable as compensation of the second second second second or incurred by the grantor in any promobile costs and expense and attorney's feed in 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 the indebtedness, the trutce may (a) instanting of any map or plat of said property; (b) join in granting or other agreement or creating and restriction there, the trutce may (a) instanting the discribed as the "person of property; (b) join in granting or other agreement at freeting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property; (b) join in granting or other agreement and there or fact shall be conclusive proceed of the there or the structure of any map or plat of shall property; (b) join in granting or other agreement at the 'person or porsons legally entitied thereto' and the recital there of any matters or fact shall be conclusive proceed of the thereto is thered. Trustee's frees for any of the services in this paragraph shall be 54.00.

shall be 5.00. S. As additional security, grantor hereby assigns to beneficiary during the continuence of these trusts all rents, issues, royalites and profits of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in grantor shall dotail the 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, royalites and profits are proved by the performance the performance of any agreement hereunder, grantor shall have the right to col-lect all such rents, issues, royalites and profits areared prior to default as they hecome due and payable. Upon any default without regard to the adacuy of any security for the indebtedness hereony secured, enter upon and take possession of said property, or any part thereof, in its own name use for or othersise collect the rents, issues and profits, indebtedness secured thereion, fielding reason-able attorney's fees, upon any detarmine.

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4. The entering upon and taking possession of said property, the collect of such repls, haves and privits or the proceeds of five and other insurance icles or compensation or swards for any taking or damage of the property the application or release thereof, as aloresaid, shall not enter or wairs any fault or notice of default hereunder or invalidate any act done pursuant such notice. pol-and da-t to

5. The granics shall notify beneficiary in writing of any sale or con-action of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as yould ordinarily be required of a new ioan applicant and shall pay beneficiary a service charge.

a service charge. 6. Thus is of the essence of this instrument and upon default by the grautor in payment of any indeptedness secured hereby or in performance of any agreement hereuder, this beneficiary may declare all sums secured hereby im-mediately due and payable by delivery to the induce of written notice of default and election to sell her trust property, which notice trustees of and election to sell, the beneficiary shall deposit with the trustee of secure due to sell, the beneficiary shall doposit with the trustee to be sturt deed and all promissory notes and documents widencing expenditures secured hereby, whoreyong the trustees shall fix the time and place of sale and give notice thereof as then required by law.

required by law. 7. After default and any timu 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 accured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and truste's and attorney's fees not excerding \$50.00 each) other than such portions of the principal as would not inthe due had no default occurred and thereby cure the default.

not then be due had no detault occurred and thereby cure the detault. 8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of saie, the trustes shall sell said property at the time and place fired by him in said notice of saie, either as a whole or in separate parcets, and in such order as he may de-termine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of saie. Trustee may postpone saie of all or saie and from time to time thereafter may postpone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustes shall deliver to the purchaser his deed in form as required by isw, converting the pro-perty so sold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters or facts shall be conductive proof of the truthrulase thereof. Any person, excluding the truthrulase thereof any purchase at the sole.

and the beneficiary, may purchase at the axis. 9. When the Trustee sails pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sails as follows: (1) To the expenses of the sails including the compensation of the trustee, and a reasonable charge by the siturater, (2) To the obligation secured by the trust deed, (3) To all pursons having recorded liens subsequent to the intercats of the trustee in the trust deed as their intercats appear in the intercats of the successor in intercas entitled to such surplus.

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 successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointed with all title, powers and duites conferred upon any trustee latter shall made or appointed with all title, powers such appointed hereunder. The same of the successor trustee successor successor trustee appointed hereunder and successor with a successor trustee such appointed hereunder. Bach such appointed hereunder. Bach such appointed hereunder. Bach such appointed hereunder and is provided and its plose of the soundy or counties in which the property is situated, shall be conclusive proof of proper appointment of the auccessor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-11. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by taw. 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, hurse so the benefit of, and hinds all parties hereto, their heirs, legatest devices, administrators, events, and whet all parties saigns. The term "benefitsry" shall man the out on the term and owner, including pledgee, of the note secured hereby, whether the dot named as a beneficiary herein. In constraing this deed and whencer the context so requires, the mas-culudes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. 9

(SEAL) (SEAL) Δ

STATE OF OREGON )

County of Klamath

WM. D. MILNE

SS.

I certify that the within instrument was received for record on the  $\frac{23r^4}{216}$ , day of  $\frac{7EBRILARY}{3;150'clock}$  M., and recorded in book M. 76 on page  $\frac{2441}{2441}$ 

Record of Mortgages of said County.

Wiiness my hand and seal of County

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County Clerk

STATE OF OREGON County of Klamath

Boy of 19.76 before me, the undersigned, a February THIS IS TO CERTIFY that on this BUGENE G. WOODS and JOAN 2. WOODS, husband and wife

to me personally known to be the identical individual. S. named in and who executed the foregoing instrument and acknowledged they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have bereunto set my hand and affired my hotarial seal the day and year last X 

ALLE TO STATE Janot of? Viele  $\mathbf{X}$ (SEAU) Notary Public for Oregon My commission expires: 10 - 13 - 76 and 0 - 130ج في

Loan No. TRUST DEED

Grania TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficion

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

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the with of there of set a constration in the other plat thereast of THE STATE STATE AND REQUEST FOR FULL RECONVEYANCE 17. STATES 49.

FEE \$ 6.00

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE

USED.)

To be used only when obligations have been paid.

A star

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed 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 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

First Federal Savings and Loan Association, Beneficiary 1.01

affixed.

BASSISS & FRADE SHE W ್ರಂಭಗಲ್ಲಿ by ¶/ €.÷ 19. DATED:

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Trustee