03 JOIRSAN 3823 MTC 1558 11458 TRUST DEED Val. 16 Page 19 76, between

THIS TRUST DEED, mode this 16th day of March ANDREW JACK RANDALL and CARRIE E. RANDALL, husband and wife , 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 0 Nit Klamath County, Oregon, described as:

Lot 101, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, raccording to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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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 appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or 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 appertaining 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 wall-to-wall corpeting and lincleum, 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 granter has or may hereafter accuring for the purpose of each agreement of the grantor herein contained and the payment of the sum of HUNDRED AND NO THOUSAND EIGHT (\$ 22.800.00) Dollars, with interest therein according to the terms of a promissory note of even gate herewith, payable to the (\$ 22.800.00) Dollars, with interest therein according to the terms of a promissory note of even gate herewith, payable to the (\$ 22.800.00) Dollars, with interest therein and interest being payable in monthly installments of \$ 1.75.33 commencing beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 1.75.33

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granicor 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 more than once so repart of any payment on one note and part on another, as the beneficiery 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 car of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend his said title thereto sguint the claims of all persons whomsoever.

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 inside property its keep said property free from all encumbrances insiding pre-cedence over not stud deed; to complete all buildings in out a form the date or here of the date construction is hereafter commendiate or the state of the angle of the date construction is hereafter commendiate or the state property in the second state of the state of the state of here of the date construction is hereafter commendiate or large level against and property in the second state of the state of the state property and in good workmanilke manner any word and pay, when due, all times during construction; to replace after the notice from beneficiary of such fact; not to remove or datory any building or improvements now or hereafter erected upon sease in our of the state or the state or any in the transmitter of the state of the state or only the state in a state of said promises; property in good repair and to commit or saide property which the original principal sum of the commit or obligation in a sum y this true deed, in a company or companies in correct from and with iter or such leves than the original principal sum of the principal state deed, in a company or companies in correct or obligation is any this true deed, in a company or companies in correct from and with iterior loss payable clause in favor of the mereficiary at its own and with iterior oblasmination in favor of the mereficiary at the beneficiary as in the own describe oblasmination beneficiary to the merediciary at least iterior oblasmination in favor of the mereficiary at iters own is a sum of the strue deed, in a company or companies in correct form and with iterior loss payable clause in favor of the mereficiary at iters of the state of the state

which is a concentrative by two grantes during the full term of the poincy thus obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges level or assessed against the above described property and insurance printime while the individences secured hereby is in excess 800%, or the barbor of the less of the original purchase price paid by the granter at the time the loan mass made or the barbor will pay to the beneficiary in addition to the monthly payments of the less, assessments, and other charges due and payable with every at the time who have the terms of the insurance to a sure thereby in the taxes, assessments, and other charges due and payable with every within each succeeding three yeas while represent to said property within each test test the higher atte antiorized to be paid by the barbor and directed by the beneficiary. Beneficiary is and payable with respect to said property within each test test the higher atte antiorized to be paid by the barbor at the starte of the rate of parts paid but the to the starter at the higher atte antiorized to be paid by the barbor at the starte of parts paid but the taxes. Beneficiary balance in the account and shall by the during the computed on the average with balance in the account and shall be paid quarterly to the granter by crediting to the taxes that balance in the account and shall be paid quarterly to the granter by crediting to the care to the test paid by the starter due.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, hefore the same begin to bear ments are to made through the beneficiary, as aforesaid. The grantor property, such pay-interest and also to made through the beneficiary, as aforesaid. The grantor dependence the beneficiary to pay any and all taxes, assessments and other thereof the matrix said to be any and all taxes, assessments and other thereof turnsheld by the quarkets and the same set of the same set of the same set of the taxes of the beneficiary to pay any and all taxes, assessments and other thereof turnsheld by the quarkets and the same set of the same set of the same set of the taxes of the tax and the same set of the same set of the same carters or their ren-in the any-and to withdraw the same which may be required from the reserve account, resentations and to withdraw the same which may be required to bail the beneficiary of a defect in any insurance policy, and the beneficiary is and angle graving which insurance receipts upon the obligations accured by the trast deed. In computing the amount of, the indedicates for payment and satisfaction in full or upon sale or other amount of, the indedicates for payment and satisfaction in full or upon sale or other amount of, the indedicates for payment and satisfaction in full or upon sale or other amount of, the indedicates 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 indebtdeness. If any authorized reserve account for taxes, assessments, insurance premiums and herome due, the granter shall pay the time for the payment of such charges as they become due, the granter shall pay the deficit to the beneficiary upon denand, 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.

carticiary may at its uprior and ine allower of such matter to be primetal tion secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the ficiary may at its option carry out the same, and all its expenditures there-ficiary may at its option carry out the same, and all its expenditures there-iciary may at its option carry out the same, and all its expenditures there-ing and the second state of the same and the same and the second state of the same and the same and the second state of the same and the

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, fees and expenses and restrictions affecting said property: to pay all costs, fees and expenses and expenses of the instre incurred in conneces, regulations, fees and expenses and expenses of the instre incurred in conneces, with or the other other other other instre incurred in conneces with or in entorsing and defend any action or proceeding purporting to fifther the accur-to appear of the other of the outer in any such action expenses, including cost of etilence of this only and to pay all its and expenses, including cost of evidence of the intervent fees in a which the beneficiary or trustee may appear and in any such action or proceeding in which the beneficiary or trustee may appear and in any such scutered by the strust decd.

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The heneficiary will furnish to the grantor on written request therefor an In 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. I. In the event that any portion or all of said property shall be taken under the right of eminer down or condemnation, the beneficiary shall have the right to commence to make any compromise or sattlement in connections to make any compression or sattlement in connectionney's myrable as commensation for such taking, which are in experiment and the same property of the same any compromise or sattlement in connectionney's myrable as commensation for such taking, which are in experiments in the same and the same are any portion of the same are myrable as commensation for such taking, which have in expenses and atorney's por incurred by the grantor in such proceedings shall be paid to the beneficiary and applied by the grant or incurred theore as secured hereby; and the grantor agrees, being and the same actions and execute 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 ben-ficiary payment of its fees and presentation of this deed and the note for en-diorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the intelucions, the trustee may (a) consent to the making of any map or plat of sent the deed on the trustee may (a) consent to the making of any map or plat of sent (b) join in granting any easement or creating and restriction the lien or charge hereof; (d) reconvey, without warrant;, all or any part of the promose legally entitled thereto" and the recitals therein of any map cor persons legally entitled thereto" and the recitals therein of any matters of reats shall be conclusive proof of the truthfunces thereof. Trastee's less for any of the services in this paragraph shall be \$5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royatiles 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 indobtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to col-lect all such rents, issues, royatiles and profits earned prior to default as they become due and payable. Upon any defaults earned prior to default as they become due and payable. Upon any defaults earned prior to default as they become due and payable. Upon any defaults earned prior to the adequery of any ecvert to be appointed by a court, and without regard to the adequery of any security for the indebtedness hereby secured enter upon and take possession of said property, or any part thereof, in its now 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 optration and collection, including reason-able attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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The entering upon and taking possession of said property, the collection rents, issues and profits or the proceeds of fire and other insurance poi-compensation or awards for any taking or danage of the property, and iteation or relocate, thereof, as aforesaid, shall not cure or white any de-iteation or relocate, thereof, as aforesaid, shall not cure or white any de-

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5 OF DOUGE OF CHARTE INCLUMENT IN CART, in writing of any sale of consolice.
5. The grantor shall notify beneficiary in writing of any sale of control of the above described property and furnish beneficiary on a torsale of the above described property and furnish beneficiary on a grant of the second of a new loan spillcant and shall pay beneficiary role charge.
6. Time is of the essence of this instrument and upon default by the provide the transfer.
6. Time is of the construct of the instrument and upon default by the provide the provide the transfer.
6. Time is of the construct of the transfer of written and is and by a beneficiary may declare all sums secured hereby intercond the transfer of written and lead to default and is of default and all promissory interflation to sell the transfer this trust default and all promissory here and documents evidencing experient thurst carbo all election to sell we have the trustee this trust default and all promissory here and place is and place of sale and give notice thereof as the time and place of sale and give notice thereof as then under the second provide the time and place of sale and give notice thereof as then under the second provide the second pr by law.

shred by law. 7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so direct may pay the entire amount then due under this trust deed and obligations eccured thereby (including costs and expenses to ally incurred enforcing the terms of the obligation and trustee's and stiorney's fees enforcing the terms of the obligation such portion of the mindpai as would there by discussion of the default.

not then be due had no default occurred and increasy cure the uthat. 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 trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in highest bidder for eash, in lawful money of the termine, at public such to the highest bidder for eash, in lawful money of the United States, payable at the time of said. Trustee may postpone saie of all or saie and from time to time thereafter may postpone the sale by public an-

nouncoment at the time fixed by the preceding post-comemon. The trustee shall deliver to the purchaser his deed in form as required by law, convering the pro-rest of the start without any corenant or warranty, express of implice the invitable in the deed of any matters of starts shall be conclusive proof of the rest of the start of the start of the shall be conclusive proof of the beneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provide here, the trustee shall apply the proceeds of the compensation secured by the rest of the start in the start of the start of the concess of the stores, and reasonable charge by the arrows having recorded liens subsequent to the interest of the store in the trust deed as their interests appear in the interest of the successor in interest exiting the start of the trust ded or to his successor in interest exiting the surplus. 10. For any reason permitted by law, the hereficiary may from time to

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 trusteen named herein, or to any successor trustee appointed herounder. Upon such appointment and without con-veyance to the successor trustee, the latter shall be vested with all title, powers and duits conferred upon any trusteen hanned or appointment, and successor trustee, the latter shall be vested with all title, powers such appointment and substitution shall be made by written instrument executed by the beneficiary containing reference to this trust deed and its place of record, which, when recorded in the opperty is situated, shall be conclusive proof of proper appointment of the successor trustee.

proper appointment of the successor trustee. 1. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to notify any party-hereto of pending saie 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. 1. This deed applies to, inures to the benefit of, and blads all parties hereto, their heirs, legatees devises, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, he insa-culing constraing this deed and whenever the context so requires, the insa-culum gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

andre gack fundall (SEAL)

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

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	Paura	in E. Passelall (SEAL)	14 Junior and the state of the
OF OREGON BS. of Klamath BS. HIS IS TO CERTIFY that on this day	of March	d	
Public in and for said county and state, post	TAPRIE E. RAND	ALL, husband and wills	
personally thown to be the identical individual.	in amed in and who executed a	cpressed.	inter de la dela
TESTINONY WHEREOF, I have hereunto set m	Decere	X 26 Decore	
an No		STATE OF OREGON Ss.	
Grenter	(DON'T USE THIS Space: Reserved For Recording Label in Coun-	I certify that the within instrument was received for record on the17th day of112th at2;01o'clockP. M., and recorded in bookN. 7.6on page382.3 Record of Mortgages of said County.	
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	TIES WHERE USED.)	Witness my hand and seal of County affixed. Mil. D. MILNA County Clerk	
FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	FRE \$ 6.00	By Hazel Marie Deputy	
REQUEST FOR FULL RECONVEYANCE. To be used only when obligations have been paid.			
William Ganong, Trustee The undersigned is the legal owner and holder re been fully paid and satisfied. You hereby are suant to statute, to cancel all evidences of indebt st deed) and to reconvey, without warranty, to t ne.	edness secured by said frust deea he parties designated by the term	foregoing trust deed. All sums secured by said trust deed y sums owing to you under the torms of said trust deed or (which are delivered to you herewith logether with said s of said trust deed the estate now held by you under the	
	First Fed	eral Savings and Loan Association, Beneficiary	
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\TED:			F. I MARTIN