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m TRUST DEED March

THIS TRUST DEED, made this 30th day of

DALE L. FARIES and EMELINE R. FARIES, husband and wife

, as granter, 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:

Lot 1 of Block 9 of FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, 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 appertaining to the above described premises, and all plumbing, lighting, heating, verti-

This trust deed shall further secure 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 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 ceed are free and clear of all encumbrances and that the grantor will and his hefra, 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 title thereto 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 aid property and the property and property and property and property and property or hereafter constructed on said promises within an course of construction hereof or the date construction is hereafter commenced to repair and refree promptly and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow heneficlary to inspect said property all construction; to replace any work or materials unsatisfactory to inception, the property and improvements now or hereafter constructed on said property and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvement now or hereafter erected upon said property in good repair and improvements now or hereafter erected upon said property in good repair and improvement now or hereafter erected upon said property in good repair and improvement now or hereafter erected upon said property in good repair and improvement now or hereafter erected upon said property in good repair and improvement now or hereafter erected upon said property in good repair and improv

That for the purpose of prodding regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed askinst the above described property and insurance premium while the indebtedness secure device is in excess of 80% of the lesser of the original purchase price paid by the grantest the time the loan was made or the beneficiary's original appraisal value of the property than the following made or the beneficiary is neglected as a principal and interest payable under the terms of the note or obligation of the property 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 Dred is in effects as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor indirects on said amounts at a rate not less than the highest rate authorized to be paid by banks on their open passbook accounts minus 3/4 of 1/%. If such rate is less than 4/5%, the rate of interest paid shall be raid quarterly to the grantor by crediting to the exerus account of the interest due.

properly as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations covenants, conditions and restrictions affecting said properly: to pay all costs, fees and expenses of this trust, including the cost of title search, as we all the other costs and expenses of the trustee incurred in connection with in enforcing this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a robot abile sum to be fixed by the court, in any such action or proceeding in which the hencificiary or trustee may appear and in any suit brought by beneficiary to forcelose this deed, and all said sums shall be secured by this trust deed.

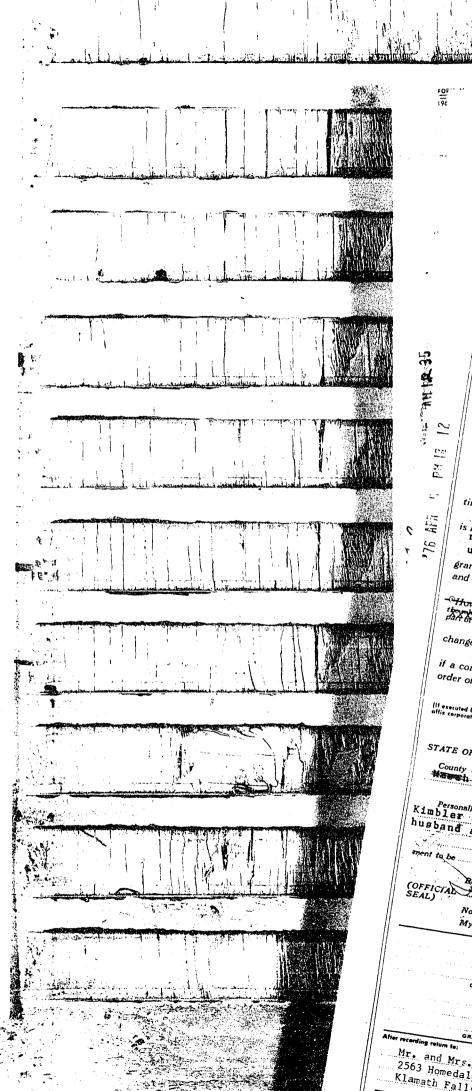
It is mutually agreed that:

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1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the heneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action of proceedings, or to make any compromise or settlement in connection with the proceedings, or to make any compromise or settlement in connection with the process of the amount required to pay all reasonable coats, sking, which are in excess of the amount required to pay all reasonable coats, shall be paid to the beneficiary and applied by it first upon any reasonable coats, shall be paid to the beneficiary fees necessarily paid or incurred by the heneficiary in superpasses and attorney's fees necessarily paid or incurred by the heneficiary in superpasses and attorney's fees necessarily paid or incurred by the heneficiary in superpasses and attorney's fees necessarily paid or incurred by the heneficiary in the process of the superpasses of the superp

shall be \$5.00.

3. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalides and profits of the property affected this deed and of any personal property located thereon. Until grantor shall details the payment of any indebtedness secured hereby or in the performance of any indebtedness secured hereby or in the performance of any indebtedness secured hereby or in the performance of a large secured hereby or in the performance of a large secured hereby or in the performance of any indebtedness and profits are performed by a gent or by a gent or by a receiver to be appointed by a court, and either in person, by agent or by a receiver to be appointed by a court, and either in upon and take possession of said property, or any part thereof, in its own and upon at the profits, including those past out and uponed and apply the same, less costs and expenses of operation addiction, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.



Mr. and Mrs. 2563 Homedale Klamath Falls.

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9. When the Trustee sells pursuant to the powers provided here trustee shall apply the proceeds of the trustees asir as follows: (the expenses of the asia including the compensation of the trustee, reasonable charge by the attorney, (2) To the obligation secured it rout deed, (3) To all persons having recorded liens subsequent interests of the trustee in the trust deed as their interests appear order of their priority (4) The surplus, if any, to the grantor of the deed or to his successor in interest entitled to such surplus.

12. This deed applies to, inures to the benefit of, and binds all partles hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pleigee, of the note secured bereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the mosculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF said greater has becountered by hand and soul the

in withess whereof, said glanter in	(SEAL)
STATE OF OREGON County of Klamath This is TO CERTIFY that are this 200.46	of March , 19 76, before me, the undersigned of
Notary Public in and for said county and state, personally known to be the identical individual. they executed the same freely and voluntarily for	onally appeared the within named. nd EMELINE R. FARIES, husband and wife named in and who executed the foregoing instrument and acknowledged to me that
Loan No.	Notary Public for Oregon My commission expires: STATE OF OREGON County of Klamath Ss.
TRUST DEED	

USED.)

I certify that the within instrument was received for record on the , 19 day of Art. L at 12:12 o'clock & M., and recorded in book .. 75 on page Record of Mortgages of said County.

Witness my hand and seal of County affixed.

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO FIRST FEDERAL SAVINGS &

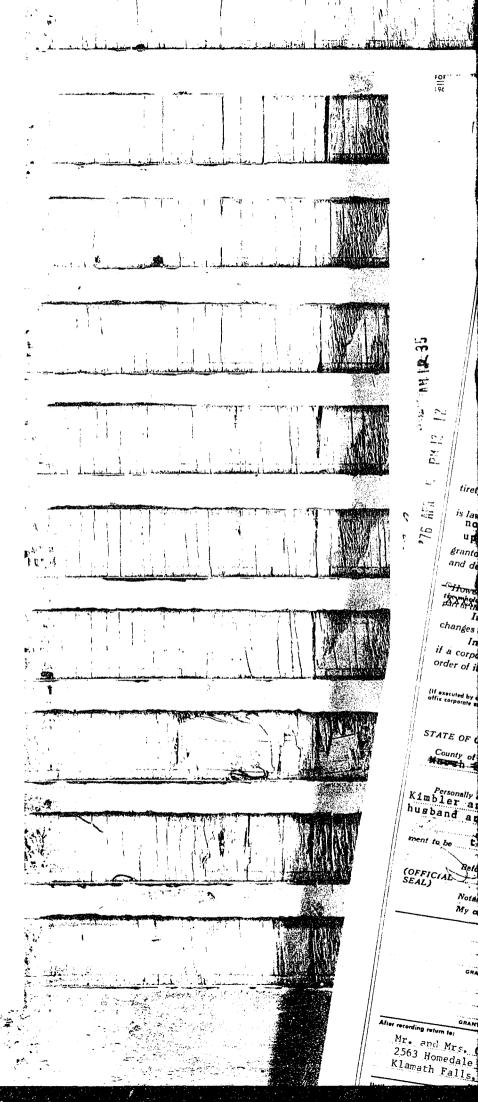
LOAN ASSOCIATION

540 Main St. Klamath Falls, Oregon

After Recording Return To: FIRST FEDERAL SAVINGS

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 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

First Tederal Savings and Loan Association, Beneficiary



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