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4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time 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 secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust 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 trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. 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 office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

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

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

Robert F. Turner (SEAL)

Linda L. Turner (SEAL)

STATE OF OREGON }  
County of Klamath } ss.

THIS IS TO CERTIFY that on this 27th day of May, 19 76, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named ROBERT F. TURNER AND LINDA L. TURNER, Husband and wife

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Snarell W. Blum  
Notary Public for Oregon  
My commission expires: 11-12-78

## TRUST DEED

Loan No. \_\_\_\_\_  
TO \_\_\_\_\_ Grantor  
BENEFICIARY  
FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION

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

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

STATE OF OREGON }  
County of Klamath } ss.

I certify that the within instrument was received for record on the 28th day of May, 19 76, at 1:29 o'clock P.M., and recorded in book M.76 on page 7973 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE County Clerk  
By Blazek Deputy  
FEE \$ 6.00

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Gamong, Trustee

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 same.

First Federal Savings and Loan Association, Beneficiary

DATED: 3/30/78, 19 78 by \_\_\_\_\_

14370

WARRANTY DEED—TENANTS BY ENTIRETY

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KNOW ALL MEN BY THESE PRESENTS, That  
Dunne, husband and wife

Jack A. Dunne and Marguerite C.

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Ross K. Gravette and Kathryn D. Gravette, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit: Lot 55 and the Southwest 70 feet of Lot 54, MOYINA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with the non-exclusive, perpetual easement in and to a certain well located and situate upon the following described real estate, to-wit: A parcel of land in the SW 1/4 SE 1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a point in the SW 1/4 SE 1/4 of said Section 36, which bears North 31° 33' East, a distance of 1260.6 feet, more or less, from the South one-quarter corner of said Section 36; thence North 69° 50' East 108.0 feet; thence South 16° 36' East 72.0 feet; thence South 75° 76' West 106.0 feet; thence North 17° 47' West 51.23 feet, more or less, to the point of beginning, and in and to the works, reservoir and pump thereof, and in and to the mains connecting said (for continuation of this deed see back of this document)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed; and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 33,500.00. However, the actual consideration consists of or includes other property or value given or promised which is not stated in the consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 17th day of May, 19 76, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, }  
County of Klamath } ss.  
May 17th, 19 76

Personally appeared the above named Jack A. Dunne and Marguerite C. Dunne, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Blazek  
Notary Public for Oregon  
My commission expires 5-14-80

Marguerite C. Dunne  
STATE OF OREGON, County of \_\_\_\_\_, ss.  
Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: \_\_\_\_\_ (OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

GRANTOR'S NAME AND ADDRESS  
GRANTEE'S NAME AND ADDRESS  
After recording return to:  
FFS & L  
MAIN Bldg.  
NAME, ADDRESS, ZIP:  
Same  
Until a change is requested all tax statements shall be sent to the following address:  
NAME, ADDRESS, ZIP:

STATE OF OREGON, } ss.  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_, Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
By \_\_\_\_\_ Recording Officer  
Deputy



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well to the above described property, for the purpose of conducting water thereto for domestic purposes.

Subject, however, to the following:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
2. A building setback line 30 feet along street side and front of lot as shown on dedicated plat.
3. Utility and sewer easement along rear 10 feet of lot, as shown on dedicated plat.
4. Reservations as contained in plat dedication, to-wit:  
 "Subject to the following conditions: (1) The use of land platted herein is for residential purposes only and is limited to one residential building per lot; (2) Architectural standards shall be no less than the minimum requirements defined by the National Housing Authority specifications for one living unit; (3) Minimum foundation areas of residences, not including garage or storage space, shall be as follows: One story residence, 1200 square feet; one and one-half or two story residences, 600 square feet. Total height of a building is limited to 18 feet above the top of the foundation; (4) Residences shall not be built closer than thirty feet to the street lines, nor closer than five feet to side lines of the lots; (5) Septic tanks shall conform to the specifications for such provided by the State Board of Health; (6) Pets or livestock, other than strictly house pets, shall not be kept or housed on the property; (7) No fences or barricades are ever to be erected on lots between the building setback line and the street."

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of MOUNTAIN TIME CO

this 28th day of May A. D. 1976 at 2:25 o'clock PM, and

fully recorded in Vol. M 76, of DEEDS on Page 7975

FEE \$ 6.00

Wm D. MILNE, County Clerk

By Hazel Drayle