

THIS TRUST DEED, made this 28th day of May
JOHN B. GRESHAM AND CAMILLE D. GRESHAM, husband and wife
as grantor, William Gresham

THIS TRUST DEED, made this 28th day of May, 1934, by and between JOHN R. GRESHAM AND CAMILLE D. GRESHAM, 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:

WITNESSETH:

under the laws of the United States.

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:

Block nine of

The Southwest 3 feet of Lot four in Block nine of FIRST ADDITION TO CYPRESS VILLA, according to the official plat thereof on file in the office of the County Clerk, Klamath County; Oregon.

This Trust Deed is recorded to resubject the above described property to the lien of the Trustee from original grantor Richard L. Hubbard and Sharon E. Hubbard, husband and wife, to William Ganong, Trustee for the benefit of First Federal Savings and Loan Association of Klamath Falls, dated July 29, 1971, Recorded August 2, 1971 in book M-71, page 8063. Said Trust Deed was assumed April 30, 1974 by John B. Gresham and Camille D. Gresham. Said legal description was erroneously released from the Trust Deed by a partial deed of reconveyance dated April 20, 1976.

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, ventilating, 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 carpeting and linoleum, 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 securing the performance of each agreement of the grantor herein contained and the payment of the sum of TWENTY THOUSAND FIVE HUNDRED (\$20,500.00) 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 \$ 146.80 commencing September 15, 19 71 acquisition of the property by the beneficiary after default, any balance remaining in the account being applied to the indebtedness. If any authorized reserve account is not sufficient at any

September 1951

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereunder by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by note or notes. If the indebtedness secured by this trust deed is evidenced by note or notes, the beneficiary may call payments received by it upon more than one note, the beneficiary may call 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 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 thereto against the claims of all persons whomsoever.

[illegible]

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance while the indebtedness secured hereby is in excess of 80% of the lessor's original purchase price paid by the grantor at the time the loan was made, the beneficiary's original appraisal value of the property at the time the loan was made, the beneficiary's original appraisal value of the property at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments hereby made, principal and interest payable under the terms of the note or obligation hereby made, principal and interest payable on principal and interest are payable an amount equal to said property on the date installments and other charges due and payable with respect to said property of the taxes, assessments, and other charges due and payable with respect to said property each succeeding 12 months and also 1/30 of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed remains in effect as estimated and directed by the beneficiary. Beneficiary shall be authorized to be paid interest on said property at a rate not less than the highest rate now being paid by banks on their open passbook accounts minus 3%. If such rate is less than 4%, the rate of interest payable shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest due.

to the escrow accounts the amount of the assessments and other charges levied

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against any property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, each payor is to be made through the beneficiary's assessments and other charges levied or imposed upon the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against and property in the amounts as shown by the statements thereon the insurance premiums and collector of said assessments or other charges, and by the insurance carriers or their representatives in the amounts shown on the statements submitted by the insurance carriers or their representatives and to withdraw the sums so received. The grantor agrees in no event to hold the beneficiary, his successors or assigns, or any of them, liable for any taxes, assessments or other damage growing out of any loss, to compromise or to settle with any insurance company and to apply any such insurance receipts upon the obligations incurred by this trust deed. In computing the amount of the indebtedness 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 indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they are due, 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 add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at his option carry out the same, and all its expenditures therefor shall be repaid at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In the connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property 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 property; to pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the trustee and attorney's fees actually incurred; to discharge this obligation, and trustee or proceeding purporting to affect the beneficiary hereof or the rights of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a suit brought by the beneficiary or trustee in any suit brought by the beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

In witness whereof, I have hereunto set my hand and seal at St. Louis, Missouri, this _____ day of _____, 19____.

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

It is mutually agreed that:

[illegible][illegible][illegible]

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 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 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 at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

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. Each 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 whenever 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.

John B. Gresham (SEAL)
Camille D. Gresham (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 28th day of May, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named **JOHN B. GRESHAM AND CAMILLE D. GRESHAM, husband and wife**

to me personally known to be the identical individual(s) 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 notarial seal the day and year last above written.

Carolene H. Marshall
Notary Public for Oregon
My commission expires: 2-9-78

Loan No. _____

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

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

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

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 10th day of June, 1976, at 3:30 o'clock P.M., and recorded in book M.76 on page 8585. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
County Clerk

By *Hazel Dragan*
Deputy

FEE \$ 6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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
by _____

DATED: _____, 19____