

01-10307

A-27122

17011

TRUST DEED

Vol. 76 Page

11719

THIS TRUST DEED, made this 29th day of July

19 76, between

ORE-CAL GENERAL WHOLESALE, INC.

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 Klamath County, Oregon, described as:

The Southeasterly 19 feet of Lot 2 and the Northwesterly 51 feet of
Lot 3 all in Block 10 of ELDORADO 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 does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments,
rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apper-
taining 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 lino-
leum, shades and built-in ranges, dishwashers and other 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 performance of

each agreement of the grantor herein contained and the payment of the sum of 24,400.00 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 \$ 255.70 commencing
January 10, 19 77

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 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.

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 said property free from all encumbrances, having pre-
cedence over this trust deed, to complete all buildings in course of construction
or hereafter constructed on said premises within six months from the date
hereof or the date construction is hereafter commenced; to repair and restore
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 herefor; to replace any work or materials unsatisfactory to the
beneficiary within fifteen days after written notice from beneficiary of such
fact; not to remove or destroy any building or improvements now or hereafter
constructed on said premises; to keep all buildings and improvements now or
hereafter erected upon said property in good repair and to commit or suffer
no waste of said premises; to keep all buildings, property and improvements
now or hereafter erected on said premises continuously insured against loss
by fire or such other hazards as the beneficiary may from time to time require,
in a sum not less than the original principal sum of the note or obligation
secured by this trust deed, in a company or companies acceptable to the be-
neficiary, and to deliver the original policy of insurance attached and with
approved loss payable clause in favor of the beneficiary attached and with
premium paid, to the principal place of business of the beneficiary at least
fifteen days prior to the effective date of any such policy of insurance;
said policy of insurance is not so tendered, the beneficiary may in its own
discretion obtain insurance for the benefit of the beneficiary, which insurance
shall be non-cancelable by the grantor during the full term of the policy thus
obtained.

In order to provide regularly for the prompt payment of said taxes, assess-
ments or other charges and insurance premiums, the grantor agrees to pay to
the beneficiary, together with and in addition to the monthly payments of
principal and interest payable under the terms of the note or obligation secured
hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and
other charges due and payable with respect to said property within each succeed-
ing twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums
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.
The sum of the taxes, assessments and other charges so paid shall be held by
the beneficiary in trust as a reserve account, without interest, to pay said
premiums, taxes, assessments or other charges when they shall become due
and payable.

While the grantor is to pay any and all taxes, assessments and other
charges levied or assessed against said property, or any part thereof, before
the same begin to bear interest and also to pay premiums on all insurance
policies upon said property, such payments are to be made through the bene-
ficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay
any and all taxes, assessments and other charges levied or imposed against
said property in the amounts as shown by the statements thereof furnished
by the collector of such taxes, assessments or other charges, and to pay the
insurance premiums in the amounts shown on the statements submitted by
the insurer or their representatives, and to charge said sums to the
principal of the loan or to withdraw the sums which may be required from
the reserve account, if any, established for failure to have any insur-
ance written or for any loss or damage growing out of a defect in any in-
surance policy, and the beneficiary hereby is authorized, in the event of any
loss, to compromise and settle with any insurance company and to apply
in such insurance receipts upon the obligations secured 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 the reserve account for taxes, assessments, insurance premiums
and other charges is not sufficient at any time for the payment of such charges
as they become 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 its option carry out the same, and all its expenditures there-
for shall draw interest 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
this 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 incurred in connection with or
in enforcing this obligation, and the trustee's and attorney's fees actually incurred;
to appear in and defend any action or proceeding purporting to affect the securi-
ty 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
reasonable sum to be fixed by the court, in any such action or proceeding in
which the beneficiary or trustee may appear and in any suit brought by bene-
ficiary to foreclose this deed, and all said sums shall be secured by this trust
deed.

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:

1. In the event that any portion or all of said property shall be taken
under the right of eminent domain or condemnation, the beneficiary shall have
the right to commence, prosecute in its own name, appear in or defend any ac-
tion or proceedings, or to make any compromise or settlement in connection with
such taking and, if it so elects, to require that all or any portion of the money's
payable as compensation for such taking, which are in excess of the amount re-
quired to pay all reasonable costs, expenses and attorney's fees necessarily paid
or incurred by the grantor in such proceedings, shall be paid to the beneficiary
and applied by it first upon any reasonable costs and expenses and attorney's
fees necessarily paid or incurred by the beneficiary in such proceedings, and the
balance applied upon the indebtedness secured hereby; and the grantor agrees,
at its own 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 be-
neficiary, payment of its fees and presentation of this deed and the note for en-
forcement, (in case of full reconveyance, for cancellation), without affecting the
liability of any person for the payment of the indebtedness, the trustee may (a)
consent to the making of any map or plat of said property; (b) join in granting
any easement or creating and restriction thereon; (c) join in any subordination
of any agreement affecting this deed or the lien or charge hereof; (d) reconvey,
without warranty, all or any part of the property. The grantee in any reconvey-
ance may be described as the person or persons legally entitled thereto" and
the recitals therein of any matters or facts shall be conclusive proof of the
truthfulness thereof. Trustee's fees for any of the services in this paragraph
shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the
continuance of these trusts all rents, issues, royalties and profits of the prop-
erty affected by this deed and of any personal property located thereon. Until
the performance of any agreement hereunder, grantor shall have the right to col-
lect all such rents, issues, royalties and profits earned prior to default as they
become due and payable. Upon any default by the grantor hereunder, the bene-
ficiary may at any time without notice, either in person, by agent or by a re-
ficiary may at any time without notice, enter upon and take possession of any
security for the indebtedness hereby secured, in its own name sue for or otherwise collect
said property, or any part thereof, including those past due and unpaid, and apply
the rents, issues and profits, including those past due and unpaid, and apply
the same, less costs and expenses of operation and collection, including reason-
able attorney's fees, upon any indebtedness secured hereby, and in such order
as the beneficiary may determine.

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 of 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 recordation 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 pledges, 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.
ORE-CAL GENERAL WHOLESALE, INC

by H. R. Waggoner, President (SEAL)

by Jewell Huston, Secretary (SEAL)

STATE OF OREGON) ss.
County of Klamath

STATE OF OREGON) ss.
County of Klamath

On this 29th day of July, 1976, before me appeared H.R. Waggoner and Jewell Huston, both to me personally known, who being duly sworn did say that he, the said H. R. Waggoner, is the President, and she, the said Jewell Huston is the Secretary of Ore-Cal General Wholesale, Inc., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and H. R. Waggoner, and Jewell Huston acknowledged said instrument to be the free act and deed of said Corporation.

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

Mary Goltz
Notary Public for Oregon
My commission expires 8/16/77

540 Main St.
Klamath Falls, Oregon

By _____ Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of JULY, A.D., 1976 at 4:09 o'clock P.M., and duly recorded in Vol M 76, of MORTGAGES on Page 11719.

FEE \$ 6.00

WM. B. MILNE, County Clerk
By Hazel Chazal Deputy

DATED: 30th, 1976