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TRUST DEED

1976 , between THIS TRUST DEED, made this 24th day of May LESTER ROOKSTOOL and MARTIN D. ALTER, a co-partnership

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

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:

Lots 5 and 6 in Block 34 of SECOND 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 appearance, profits, water rights and other rights, easements or privileges now or hereafter belonging to derived from or in anywise appearance, profits, water rights and other rights, easements or privileges now or hereafter belonging to derived from or in anywise appearance, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-apparatus, equipment and fixtures, together with all awaings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-apparatus, equipment as which the granter has a row hereafter acquire, for the purpose of securing performance of described premises, including all interest therein which the granter has a row hereafter acquire, for the purpose of securing performance of apparatus, for the purpose of securing performance of a THIRTY FOUR THOUSAND SIX HUNDRED (\$34,650.00). Dollars, with interest thereon according to the terms of a promissory note of even data provide, payable to the beneficiary or order and made by the granter, principal and interest being payable in monthly installments of \$288.03 commencing November 20 19 76

This trust deed shall further secure the payment of such additional money, as may be loaned hereafter by the beneficiary to the grantor or others and an interest in the above described property, as may be evidenced by a or notes. If the Indebtedness secured by this trust deed is evidenced by that one note, the beneficiary may credit payments received by it upon of said notes or part of any payment on one note and part on another, he beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary therein 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.

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 and property; to keep said property free from all encumbrance shains present of the property in the property free from all encumbrance and the property in the property of construction to the property of the property which may be damaged or the property of the property which may be damaged or the property of the p

In order to provide regularly for the prompt payment of said taxes, assessments 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 principal and interest payable under the terms of the note or obligation secured in the control of the payments of the principal and interest payable with respect to said property within each succeeding the months, and also one-thirty-sixth (1/88th) of the insurance premiums ing term months, and also one-thirty-sixth (1/88th) of the insurance premiums have used to be considered to the principal of the loan table the principal of the loan table proposes thereof and shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the sums 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 granter is to pay any any and all taxes assessments and other

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 therefor shall draw interest at the rate specified in the form of this trust deed, in the grantor on demand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the table to the strust deed. In this connection, the beneficiary shall have the light in its discretion to complete any improvements made on said premiers and also to make such repairs to said property as in its sole discretion to make such repairs to said property as in its sole discretion to make such repairs to said property as in the sole discretion to complete the control of the strust covenants, conditions and restrictions affecting said property; to pay all costs, covenants, conditions and restrictions affecting said property; to pay all costs, free and expenses of this trust, including the cost of title scarch, seel as the other costs and expenses of the trustee incurred in connects with or in other this obligation, and trustee's and attorney's fees an active property in and defend any action or proceeding purporting deep and expenses, including cost of evidence of the total costs and expenses, including cost of evidence of value 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 such brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the granter on written request therefor an ani 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:

1. In the event that any portion or all of said property shall be taken under the right of comment domain or condemnation, the heneficiary shall have the right to commence, prosecute in its own name, appear in or domain any activation of the money of the property of the pr

- 9. When the Trustee sells pursuant to the powers provided hereit ce shall apply the proceeds of the trustee's sale as follows: (I suppose of the sale included the compensation of the trustee, inable charge by the attorney of the conduction of the trustee, in the charge by the attorney having recorded liens subsequent deed. (3) To all permit trust deed as their interest appear of their priority. (4) The surplus, if any, to the granter of the priority. (4) The surplus, if any, to the granter of the
- deed or to his successor in interest entitled to such surplus.

 10. For any reason permitted by law, the beneficiary may from it time appoint a successor or successors to any trustee named herein, or it successors that the successor trustee appointment and without expansion to the successor trustee, the introduced hereing the such appointment and substitution shall be made or sppointed hereinder such appointment and substitution shall be made by written instrument experience, the interest of this trust deed and its pill by the beneficiary, containing mence to this trust deed and its pill by the beneficiary containing record, which, when recorded in the office of the county circ work or recorder county or counties in which the property is situated, shall be conclusive proper appointment of the successor trustee.

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

STATE OF OREGON OREGON COUNTY OF KLAMATH)

On this the 26th day of May, 1976, before me personally appeared LESTER ROOKSTOOL AND MARTIN D. ALTER, who acknowledged themselves to be members of Lester Rookstool and Martin D. Alter, a Co-Partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing by themselves as co-partners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public for Oregon My commission expires:

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of __A.D., 19 76 at 2;58 __o'clock __P M., and duly recorded in Vol M 76 on Page 12994 WM. D. MILNE, County Clerk By Plazel Maz. Deputy FEE \$ 6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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 have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hereby the 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: