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## 01-10314 38-11224 13146 TRUST DEED 101. M76 Page 18052

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19 76 THIS TRUST DEED, made this 5th day of August , between TIMOTHY AARON OLIN and KATHRYN JEAN OLIN, 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:

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 3 in Block 37 of Tract No. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, 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 apportaining to the above described promises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and futures, together with all awnings, venetian blinds, floer covoring in place such as wall-to-wall carpeting and inigation apparators, addiptionent and inforces, regulater with all awings, veneral binds, theory with the above described premises, including all inforest therein which the grantor has or may hereafter activity EIGHT THOUSAND FIVE [\$ \_28.500.00] Dollars, with interest therein contained and the payment of the sum of TWENTY EIGHT THOUSAND FIVE [\$ \_28.500.00] Dollars, with interest thereon according to the terms of a promissory including and interest being payable in monthly installments of \$ \_220.88 \_ commencing to the grantor, principal and interest being payable in monthly installments of \$ \_220.88 \_ 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 laterest in the above described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced hy more than one note, the beneficiary may credit payment 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 encumirances 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 whomsover. The granter curvitants and agrees to pay and note according to the terms thereof smith, when due, all taxes, seesans and out of the terms and property; to keep and property free from all encumbrances having me-and property; to keep and property free from all encumbrances having in-ender of this trust deed; to complete all buildings in course of construction or hereafter constructed on said premases within six months from the date percent this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date promptly and in good workmanike manner any building or improvement on said property which may be damaged or desired and and the said the said therefor; to allow beneficiary to inspect said property at all unes during construction is hereafter construction show or hereafter constructed on said property in good repair and to commit or suffer on waste of said premises; to keep all buildings and inprovements new 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 and or cheat the complete all buildings, and thus to the lengue by fire or said or the anards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation perpended to deliver the complete of buildings of the note or obligation approved loss payable clause in favor of the beneficiary mat ind with these days prior to the effective date of any such policy of insurance. If said policy of insurance is not is on tendered in the beneficiary may in its own discretion obtain insurance of the beneficiary may from time of the policy thus obtained.

obtained. So the purpose of providing relations the turn term of the pointy links assessments, and governmental charges level or assesses against the above described praperty and insurance premium while the indektedness secured hereby is in excess of 8.9 % of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appraisal value of the property at the time the loan was made or the beneficiary's original appraises the property at the time the loan was made grantor will pay to the beneficiary in addition to the nonothy payments of principal and interest and interest are payable an amount equal to 1/12 of the taxes, assessments, and outer charges due and insyable with respect to said property within each succeeding 1 beneficiary in adias 1/36 of the instrumet present of said property within each succeeding there yours while this first to react the result by parks and another the grantor at a state not less than the highest rate authorized to be paid by banks on their operations minis 3/4 of 1/6. If such rate is less than 4%, the rate of interest paid ball be paid aparticle to the average multip banks on their operand in the succeeding 1 such rate is less than 4%, the rate of interest paid is all be paid and particle to the average multip banks on their operand rate and be proved solved by banks on their operand rate and be average multip banks are command to the interest due to the average to the average of the average of the average of the average ball be paid and the paid operation by crediting to the second multiple to the grantor by crediting to the second and shall be paid apartely to the grantor by crediting to the second the average of the the second particle to the second the average of the second the second particle shall be paid apartely to the grantor by crediting to the second the second particle shall be paid apartely to the second particle shall be paid apartely to the second particle shall be paid apartely to the second particle s

While the granter is to pay any and all taxes, assessments and other charges leaded or assessed against said property, or any part thereof, before the same begin to hear interest and also to pay premiums on all insurance policies upon said property, such pay-ments are to be made through the beneficiary, as algorismic thereof, multiparties the beneficiary to pay any and all taxes, assessments and other charges lexied or impused equipate said property in the atmost as the sharements thereof furthing by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the anomus shown on the statements to the insurance currents or their rep-resentatives and to withdraw the sums which may be required from the reserve account, in the anomus shown to the statements the insurance written or for any less or damage growing out of a defect in any insurance policy, and the beneficiary breaks is authorized. In the anomute or ender the methods secured by this trust deck. In the anomute is atched have been the other shown and the statements the sum of any less or damage growing such insurance professions secured by this trust deck. In computing the amount of the Indebtedness for paymant and satisfaction in full or upon sale or other

acquishtion 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 hereome due, the granic shall pay the deficit to the heneficiary 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 secure 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 lies of this trust deed. In this connection, the beneficiary shall have the right in its discrition to complete any improvements made on sold premises and also to make such repairs to said properly as in its sole discretion it may deem encreasity or advantice.

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, frees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the truster hourred in connection with or in enforcing this obligation, and truster's and attorney's fees actually incurred; to appear in and default any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or truster; 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 preceeding thereficiary to forcelose this deed, and all suid sums shall be secured by this trust deed.

The beneficiary will furnish to the granter on written request therefor an al 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 eminent domain on 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 physical commensation for such taking, which are in excess of the amount re-quired to pay all reasonable costs, expenses and altorney's free necessarily paid or incurred by the granton in anch proceedings, shall be phild to the beneficiary frees necessarily paid or incurred by the beneficiary in such proceedings, and the name applied upon the individences secure observation instruments as shall the 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 beneficiary, payment of its fews and presentation of this deed and the note for endorsement (in case of full reconvegance, for cancellation), without affecting the liability of any prison for the payment of the hidditchness, the truster may (a) consent to the making of any map or plat of radii property; (b) join in granting any casement or creating and restriction thereon, (c) join in any subordination without affective the truster may (a) without affective the trust of the property. (b) join the convey, without affective the payment of the property (b) join in any subordination without affective the property of the services in this paragraph shall be \$2.00. truthfulness t shall be \$5.00.

shall be \$3.00. 3. As additional security, granitor hereby assigns to beneficiary during the continuance of these trusts nil rents, issues, revailles and profits of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indichtedness secured hereby or in the performance of any agreement hereunder, granitor shall have the right to col-lect all such rents, lassues, royaitles and profits carned prior to default as they because during at any time without notice, either in person, by agent or by a re-ceiver to be appointed by a court, and without regard to the adequacy of any security for the indichteness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, are apply the same, less costs and expenses of operation and collection, includits, reason-able attorney's frest, upon any determine.













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