TRUST DEED 18288 19 76 between THIS TRUST DEED, made this 27thday of August ALFRED E. MARTIN AND LONA M. MARTIN, Husband and Wife , as grantor, William Ganong, Jr., as trygree, 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 5 in Block 2, RIVER RANCH ESTATES, Klamath County, Oregon. ¹1,7 ģ 30

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, assements or privilages now or

This trust deed shall further secure the payment of such additional money. This trust deed shall further secure the payment of such additional money, if any, as have 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 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.

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WARD TOTAL

L#01-40922 T/A38-11326

The grantor hereby covenants to and with the trustee and the beneficiary in that the said promises and property conveyed by this trust deed are and clear of all ensumbrances and that the grantor will and his heirs, and clear of all premimerances and that the grantor will and his heirs, utors and administrators shall warrant and defend his said title thereto utors and administrators shall warrant and defend his said title thereto into the claims of all persons whomsoever.

excentors and administrators shall warrant and detend by said title theres, against the claims of all persons whomenever.

Il he non-cancenance and the granton during the non-cancenance and parameters of the heat takes. That for the purpose of problem will be heldeliness sector herein the above described pro-sessments, and governmental charges letted or assessed against the above described pro-sessments, and governmental charges letted or assessed against the above described pro-sessments and governmental charges letted or assessed against the above described pro-sessments and governmental charges letted or assessed against the above described pro-tee lesser of the beneficial appealant value of the property of the time the load was the lesser of the beneficial appealant value of the property of the time the load s much granter will pay to the beneficiary in addition to colligation secured hereing neight and interest payable under the terms of the noise on anomat equal to 1/12the date basesments, and other charges due and payable with respect to easily property the taxes, assessments, and other charges due and payable with a start beed is in pression and directed by the heneficiary. It is instant to easily properties the start of interest payable with the rest than the branching this rath the grantor erest on subid manutes at a rate not less than the branch rate authorized to be paid with pression of a first start and shall be paid quarterly to the grantor by resulting withy balance in the account and shall be paid quarterly to the grantor, by crediting the escow account the amount of the interest due. on the dute of the taxes, within each a respect to a effect as est

While the granter is to pay any and all taxes, assessments and other charges le-or assessed against said property, or ally, part theread, before the same leads to 1 interest and all to 15 27 years on all insurance, policies upon said property, such the line leadershare through the needfortary as an arcsin, it is graved to the leadershare the leadershare to tay in the annuality as shown by the statements the busynesses to the against said property or the statements so inter charges, and to arrance carters or their in the statement shown on the statements summitted by tempter from the reserve accord in the shown on the statements summitted by tempter from the reserve accord in the sheet and to withdraw the same which may be provided from the reserve accord responsibility for the have any insurance have or for any loss or damage grave responsibility for the new target with the hustrance receives and the head of a apply event of any loss, to compromise and stress were in the structed is and which then any loss, to compromise and stress were in the insurance according and to apply event of any loss, to compromise and stress were in the insurance contragence and the application with the indicated reserves the structure in the structure is the structure in the insurance and the insurance and the insurance according and to apply event of any loss, to compromise and structure and satisfaction in full or upon sale or on meaning of the indicated the state of the insurance according and the apply with the indicated the insurance and any satisfaction in full or upon sale or on meaning of the indicated the insure and satisfaction in full or upon sale or on the state of the indicated the insure and satisfaction in full or upon sale or on the insure the indicated the insure the insure insure the insus other charges levted same begin to bear property, such pay-

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acquisition of the property by the heneficiary after default, any halance remaining in the reserve account shall be credited to the huchdedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any for taxes, assessments, insurance premiums and other charges is not sufficient at any deficit to the heneficiary upon demand, and if not pain with within ten days after such demand, deficit to the heneficiary upon demand, and if not pain with within ten days after such demand, the heneficiary may at its option and the amount of such deficit to the principal of the ableration scenario henefore.

13498

Vol. 16 Page

sation scented hereby. Should the grantor fail to keep any of the foregoing covenants, then the reficiary may at its option carry out the same, and all lies spenditures there-reficiary may at the option carry out the same, and all be repayable by shull draw interest at the rate specified in the units, shull be repayable by scale of the second shull be secured by the lies of the trust deed. In second the beneficiary shull have the right in its diverse repairs to said importunits male on said premises and data to make repairs to said perly as in its sole discretion it, may deet necessary or advisable.

property as in its sole discretion it may deem necessary, or advisable. The granter further agrees to comply with all havs, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all coats free and expenses of this rest, including the cost of title scarch, as with or the other costs andigetion, and tractee's and altorney's (see affect the secur-in enforcing bland defend any action or proceeding purport insister, and to pay all vosts and expenses, including cost of the beneficiant automay free affect the secur-tion space or the rights or powers of the beneficiant automay is cost affect the secur-rensonable suit, but fixed by the court, area do nay such action or proceeding which the beneficiary or tractee may and is and sums shall he secured by this trust deed.

The heneficiary will furnish to the granter on written request therefor an ial statement of account but shall not be obligated or required to furnish further statements of account.

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It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right onlineat domain or condemnation, the beneficiary shall have the right to comment of the same set of the same set of the same set of the such taking and the same set of the same set of the same set of the amount re-payable as ammensation for such taking, which are in even set of the amount re-payable as a minematic costs, expenses and said to pay all or same set of the amount re-such taking any all reasonable costs, expenses and said to pay the same of the amount re-payable as a minematic the such proceedings, shall no expenses and storneys but applied upon the factorial bereficient in the same set of the amount re-alinear applied upon the factorial bereficient in the factorial set of the same shall be necessary in obtaining such compensation, prompily upon the beneficiary's request.

be necessary in obtaining such compensation, promply upon the bene request. 2. At any time and from time to time upon written request of the ficiary, payneth of its free and presentation of this deed and the note dorsement (in case of the time upon written request of the initial of the time and restriction of the deed and the note inhibitive of any peting of any many or plat of said property: (b) just cursent to the or centime and restriction thereon, (c) join hereof; (d) or ether arcents, all or any part of the information in meet, if the initial without a becault of any merican of the information of the initial intervention of the present of the property. The presented in any r without a becault of any mark of the property. The presented in any r without is therein of any mark or persons in persons in the conclusive proof intitutions thereof. Trustee's feet for any of the services in this pe shall be \$5.00. subording (d) record any record thereto

shall be \$5.00. 3. As additional security, granior hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalities and profits of the pro-continuance of the security in the security is the security is the security is the provide shall default in the payment of any indicate shall be secured hereby or in provide shall default in the payment of any indicate shall have the right to col-the performance of any agreement hereunder, gradient shall have the right to col-be and profits of the security of the gradient of the performance of any agreement hereing is the gradient of the performance because and profits of the gradient of the gradient bereather the the beneficiary may at any time without house, either in person, by agent or by a re-ficiary may at any time without house, either in person, by agent or by a reome due and payable. Upon any default by the grants returned any may at any time without notice, either in person, by Agent any may at any time without notice, either in person, by Agent rer to be appointed by a court, and without regard to the aden rer to be appointed by a court, and without regard to the aden rer to be appointed by a court, and without regard to the aden rer to be appointed by a court, and without regard to the aden in the indeticentes hereby secured, enter upon and take 1 droperty, or any part thereof, in its own name sue for or othe same, lease costs and expenses of operation and collection, inclu-sante, lease costs and expenses of operation and collection, indue e attorney's fees, upon any indebtedness secured hereby, and is the beneficienzy may determine.



Loan No.

After Recording Return WALLS TO 1.1.1 掘 DATED 137

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 grantor in payment of any indebtedness secured hereby im- greement hereunder, the beneficiary may declare all sums secured hereby im- interess of the secure of the sec	
grantor in payment of any indebtedness secured hereby im-	
grantor in payment of any indebtedness secured hereby im-	101
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agreement hereunder, the beneficiary may doctare an author of the function of default 10. For any reason mediately due and payable by delivery to the trustee of written notice of default 10. For any reason mediately due and payable by delivery to the trustee shall cause to be time appoint a success.	or (
mediately due and payant us property, which notice trustee shall cause to be this successor trustee appoint	nter
mediately due and payable by delivery to the trustee of whitch makes to be time appoint a success and election to sell the trust property, which notice trustee shall cause to be time appoint a success duty filed for record. Upon delivery of add notice of default and election to sell, we are to the successo duty filed for record. The trustee this trust deed and all promissory very due to concerned up	r t
duly filed for record, upon uchtory of the hand and all bromissory veyance to the business	- n
the beneficiary shall deposit with the trustee this trust deed hereby, whereupon the and duties conferred up and duties conferred up such appointment and as up appointment and as the beneficiary could be thereas a such appointment and as the beneficiary could be appointed by the beneficiary could b	1401
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The default and any time prior to five days before the date set county or counties in w	/ tł

f said property, the collection fire and other insurance pol-damage of the property, and all not cure or waive any de-any act done pursuant to

sale or

of any

red by law. 7. After default and any time prior to five days before he Trustee for the Trustee's sale, the grantor or oth he Trustee for the entire amount then due under this tread may pay the entire amount then due under this provide the entire and the same same same same shoring the terms of the obligation and trustee's and sa aforcing \$50.00 each, other than such portion of the prine exceeding \$50.00 each, other than such portion of the prine then be due had no default occurred and thereby cure the then be due had no default occurred and thereby cure the trus

taking or

5. The grantor shall notify beneficiary in writing of an tor sale of the above described property and furnish but supplied it with such personal information concerning th i ordinarily be required of a new loan applicant and shall rvice charge.

4. The entering upon and taking p of such reuts, issues and profits or the j icles or compensation or awards for any the application or release thereof, as all fault optice of default bereund.

not then be due had no default occurred and thereby dure the braddi-8. After the lapse of such time as may then be required by law foil the recordation of said property at the time and place fixed by him in said of sais, either as a whole or in separate parcels, and in such order as he mi-termine, as public auction to the highest bidder for cash, in lawful money in United States, payable at the time of, sais. Trustee may postpone sais of say portion of said property by public announcement at such time and pl sale and from time to time thereafter may postpone the sale by publ-sale and from time to time thereafter may postpone the sale by publ-

tement at the time fixed by the preceding postponement. The trustee shall be to be purchaser his deed in form as required by law, conveying the pro-so sold, but without any covenant or varranty, express or implied. The is in the deed of any matters or facts shall be conclusive proof of the fulness thereof. Any person, excluding the trustee but including the grantor the beneficiary, may purchase at the sale.

the beneficiary, may purchase at the same. 9. When the Truites sells pursuant to the powers provided herein, the tee shall apply the proceeds of the compensation of the trustee, and a expenses of the sale including the powers provided herein to the to the trustee in the trust of the compensation of the trustee, outside charge by the streams having recorded liens subsequent to the to the trustee in the trust deed as their interests appear in the erst of the trustee in the trust deed as their interests appear in the tr of the priority. (4) The surplus, if any, to the granter of the trust or to his successor in interest entitled to such surplus. reaso trust inter-order decd

mitted by law, the beneficiary may any reason a succession For 10 time herounder. Upon such a ustee, the latter shall b property is sit cessor trustee

oper appointment of the successor functe. 11. Trustee accepts this trust when this deed, duly queed is made a public record, as provided by law. The trust of the successor of nd ackno ry or trustee. nartle

nless such action or proceeding is blocked by This deed applies to, inures to the benefit of, and binds a their heirs, logatese devises, administrators, executors, succe The term "beneficiary" shall mean the holder and owner. The term "beneficiary" shall mean the holder and owner.

d States, payable at ortion of said proper	ty by public announced	ent at such time and place	an- cludes the piural.	the feminine and/or neuter, and	
IN WITNESS	WHEREOF, said	grantor has hereun	to set his hand and	i seal the day and year f	irst above written.
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STATE OF OREGON
County of Klamath) 55. 27 Ch August , 19.76, before me, the undersigned the within named
THIS IS TO CERTIFY that on this day of
Notary Publics in and for said county and state, personally apart N. Husband and Wile
ALERED E. MARTIN AND LONA M. MARTIN, TRess to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to r
in and who executed individual individual in and who executed and
to me personally known to be the defined and voluntarily for the uses and purposes therein expressed.
t the hereing set my hand and affized my notable set me usy
UDUS UDUS
이 것 같은 🛦 이 가지는 것에서 이 가지 않는 것이 없는 것이 있는 것이 이 가지 않는 것이 있는 것이 가지 않는 것이 같은 것이 같은 것이 같은 것이 있는 것이 같은 것이 있는 것이 않는 않는 것이 않는 것이 않는 것이 않는 않는 것이 않는 것이 않는 것이 않는 않는 않는 것이 않는 않는 것이 않는 것이 않는 것이 않는 않는 것이 않는 않는 것이 않는 않는 것이 않는 것이 않는 않는 않는 것이 않는 않는 않는 것이 않는
Notary Public for Oregon My commission expires: 11-12-78
(SEAL)

n No		STATE OF OREGON County of Klamath
TRUST DEED	(DON'T USE THIS. SPACE; RESERVED FOR RECORDING LABEL IN COUN- TIED WHERE USED.)	I certify that the within instrument was received for record on the <u>30th</u> day of <u>AUGUST</u> , <u>19.76</u> , at <u>10;47</u> o'clock <u>AM</u> , and recorded in book <u>M 76</u> on page <u>13498</u> Record of Mortgages of said County. Witness my hand and seal of County
LOAN ASSOCIATION Beneficiary		affixed. WM. D. MILNE
r Recording Return To: FIRST FEDERAL SAVINGS 540 Norm-St. 2943 S. 644 Klamath Falls, Oregon		By Alazel Quase

198 REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

FEE \$

6.00

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed 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 innit to statute, to cancel all evidences of indebtedness secured by said inust deed (which are delivered to you herewith together with said 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 pursuar trust de

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