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61-10 368 38-11359 14322 TRUST DEED Vol. M76Page 18911

19 76 between September THIS TRUST DEED, made this 3rd day of JOSEPH L. REVOIR and RUTH ANNE REVOIR, 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 granter irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of salo, the property in Klamath County, Oregon, described as:

Lot 8 in Block 2 COUNTRY GARDENS, Klamath County, Oregon

20 which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the oppurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or together with all and singular the appurtenances; tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or horeafter belonging to, derived from or in anywise appertaining to' the above described premises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigorating, watering and irrightion apparatus, equipment and fixtures, together with all awnings, venetion blinds, floor covering in place such as well-to-well carpoting and lineleum, 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 granter has or may herefore the provide the provide the sum of the

This trust deed shall further secure the payment of such additional money, my, as may be loased hereafter by the beneficiary to the granitor or others ing an interest in the above described property, as may be evidenced by a or more such that the shore described property, as may be evidenced by a name of the indebtedness secured by this trust des videnced by the than one note, the beneficiary may credit payments received by it upon of said ones or part of any payment on one note and part on another, the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary barein that the said premices and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his helrs; executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

shall be non-cancellable by the grantor during the run or the poucy thus obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levels or assessed against the above described property and insurance primium while the indebtdeness secured herely is in excess of 80% of the less of the original purchase price print of the prompt payment of the indebtdeness secured herely is in excess of 80% was made, grantor will pay to the beneficiary in addition to the monthly payments of the less of the original purchase price print of the prompt pay to the beneficiary in addition to the monthly payments of print the instalments on principal and interest are regulate an amount equal to 1000 print within each succeeding the succeeding 1/36 of the insurance prenulum payable under the issued payable with the taxet, and and directed by the beneficiary. Beneficiary shall pay to the grantor effect as easily and and directed by the beneficiary. Beneficiary shall pay to the grantor interest on sub and and directed by the beneficiary. Beneficiary shall pay to the grantor interest and and and the second by exceeding the direct pay also be able to be subdimented and by burks and and directed by the beneficiary. Beneficiary shall pay to the grantor interest on sub and end shall be 45%. Interest shall be computed on the average 46%, the rate of interest pay ashing the data by a start by burks and or banks and shall be paid quarterly to the grantor by crediting to the store of interest of the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges lexied or assessed against and property, or any part theoraf, hefore, the same begin to bear interest and also in pathematic strength of the same begin to be any ments are to be miny any and all taxes, assessments and other charges lexied to pay-ments are to be miny any and all taxes, assessments and other charges lexied to be the beneficient property in the amounts as shown by the statements there are to be miny any and all taxes, assessments and other charges lexied to by the gainst same property in the amounts are shown by the statements there are there are the the same transmission of the statements submitted by the interface there are the intermines shown on the statements submitted by the interface there are the transmission of the future and the sums which may be future are to be in the termination of the same transmission of the statements are provided by the transmission of the statements and the statements is submitted by the responsibilities doring the the sums which may be future of the provided by the responsibilities of the the any insurance pairs of damage growing responsibilities of the the sums which may have any loss or damage growing out of a clefet in any insurance pairs in the insurance receipts of any insurance pairs in the instruction or any loss of damage growing the such future receipts upon the partitions secured by this trast. deed. In computing the amount of, the indeptedness for payment and subfraction in full or upon sale or other any statement of the indeptedness for payment and subfraction in full or upon sale or other any statement of the indeptedness for payment and subfraction in full or upon sale or other any statement of the indeptedness for payment and subfraction in full or upon sale or other any statement of the indeptedness for payment and subfraction 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 become due, the days after such demand, deficit to the beneficiary upon demand, and if not paid within the days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

ignion scuiped hereby. Should the granitor fail to keep any of the foregoing covenants, then the neliciary may at its option carry out the same, and all its expenditures there-and draw interest at the rate specificed in the note, shall be repayable by a granitor on demand and shall be secured by the lien of this trust deed. In a granitor on demand and shall be secured by the lien of this trust deed. In is connection, the beneficiary shall have the dialo to make such repairs to sail a improvements made on said permises, duem secessary or advisable. its made on said premises its sole discretion it may

property as in its sole discretion it may deem necessary or advisable. The granter further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all colls fees and expenses and expenses of the trustee incurred in connection with or in either other with strust, including the cost of tills exarch, and the pay in entors and defend any action or proceeding purporting to a and to pay all, order the other or the rights or powers of the beneficiary or in attorney's fees in a terstonable sum to be fixed by the court, in any sum action or proceeding in which the beneficiary or trustee may appear and matching's fees in a which the beneficiary or trustee may appear and sum 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 omminent domain or condemnation, the beneficiary shall have the right to commence, proscule in its own name, appear in or defend any the tion or ping and, if it as elects, to require that all or any portion the amount re-solution or ping and, if it as elects, to require that all or any portion the amount re-under the pay all reasonable costs, expenses and attorney is do the beneficiary paid or incurred by the grantor in such proceedings, shall be hendicings, and the balance applied upon the indebtes are decourds uch instruments as almal to necessary in obtaining such compensation, promptly upon the beneficiary's request. It is mutually agreed that:

request. 2. At may time and from time to time upon written request of the ficiary payment of its fees and presentation of this deed and the ode for idorsement (in case of full recoveryance, for cancellation), without affecting liability of any person for the payment of the indebiderity; (b) join in any casement or creating and restriction therein or charge hereon; (d) recovery without warranty, all or any part of the or persons legally entitled therefor into the destriction the deed or the peak head to the make in any recovery without warranty, all or any part of the or persons legally entitled therefor the tracks therein of any matters or facts that be conclusive proof c truthfulness thereon. Trusters fees for any of the services in this part shall be \$5.00.

chail be \$5.00. Aruster's fees for any of the services 3. As additional security, grantor herevy assigns to ber continuance of these frusts all rents, heaves, royalies and perty affected by this deed and of any personal property loc grantor shall default in the payment heaved rents are personal property loc the performance of any agreement heaved rents are personal property loc mether here, issues, royalized for the person here the become due and payable. Upon any default by the grantor shall ha ticks provide the evidence of the secured, enter upon and security for the indebades hereby secured, enter upon and said property, or any partitude of in the own name sue for d the rents, issues and profiles, including those past due and the same, issue costs and exponents of operation and collection able attorney's less, upon any indebtedness secured hereby, as the heneficiary may determine. grantor hereu er in person by agi out regard to the a enter upon and tak name sue for or of past due and uno n and collect

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4. The entering upon and taking possession of said property, the collection such rents, issues and profits or the proceeds of fire and other insurance pol-co compensation or avards for any taking or damage of the property, and application or release thereof, as aloresaid, shall not curs or waive any de-its or notice of default herounder or invalidate any sot done pursuant to the notice.

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notice. 5. The grantor shall notify beneficiary in writing of any at for sale of the above described property and turnish benefi suppled it with such personal information concerning the pr ordinarity be required of a new ioan applicant and shall pay tee charge. . Thus is of the essence of this instrument and uncertainty trac form wou

and upon default by the y or in performance of any of written noice of default of written noice of default of trustee shall cause to be default and election to sell, lat deed and all promissory red hereby, whereupon the give noice thereof as then hereunder, the beneficiary may d due and payable by delivery to the on to sell the trust property, while shall li fix law. dato

see shall fix the time and place of the shall fix the time and place of the shall be shall e dato set person so deed and ly incurred

8. After the lapse of such time as may then be required by law follow the recordation of said notice of default and giving of said notice of said, trustee shall sell and property at the time and place fixed by him in said motion of said, either as a whole or in separate parcois, and in such order as the may termine, at public auction to the highest bidder for cash, in lawful money of United States, payable at the time of said. Trustee may postpone saie of as any portion of said property by public announcement at such time and place said and from time to time thereafter may postpone the sais by public

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, couvering the pro-perty so sold, but without any covenant or warranty, express or implied. The rectinal 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 grantee's sale as follows: (1) To the expenses of the sale including the grant of the trustee, and a reasonable charge by the attorney awing recorded liens subsequent to the intrust deed. (3) To all puble trust deed as their interests appear in the order of their privace (4) The energies, to the struster as subsequent to the interest or their successor in interest entitled to such surgius. 10. For any reason permitted by law, the heneficiary may from time to

10. For any reason permitted by law, the beneficiary m appoint a successor or successors to any trustee hardler in the successor or successors to any trustee hardler in the successor trustee, the latter shall be vested with duits conferred upon any trustee herein named or spoolntee appointent and substitution shall be made by written has beeneficiary, containing reference to this trust deed a which when recorded in the other of the source state is a substitution shall be appointed and the second of the second state of time titie. successo veyance and dut and di such z by th record county proper such appointment and substitution shall be made by written instrumer by the beneficiary, containing reference to this trust deed and it record, which, when recorded in the office of the county clerk or recor-county or counties in which the property is situated, shall be conclusi-proper appointment of the successor trustee. It. Trustee accepts this trust when this deed, duly executed a ledged is unaid a public record, as provided by law. The trustee is no to notify any party hereto of pending sale under any other deed of any action or proceeding in which the grantor, beneficiary or trustee party unless such action or proceeding is brought by the trustee. the

trust or of

party, units, such action or proceeding is brought by the trustee. 12. This deed applies to, hurres to the benefit of, and binds, all parties hereto, their heirs, legates devices, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, in construing this deed and whenever the context so requires, the mas-culture gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

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

THIS IS TO CERTIFY that on this <u>3.14</u> day Notary Public' in and for said county and state, pers and <u>RUTH ANNE REVOIR</u> , hi to me personally known to be the identical individual. <u>they</u> executed the same freely and voluntarily for in TEETIMONY WHEREOF I have hereunic set my (SEAL)	S named in and who executed the uses and purposes therein a hand and affixed my notarial	the loregoing instrument and dernowledged to the indu- expressed.
Loan No. TRUST DEED Granter TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Benefictary After Recording Return To: FIRST FEDERAL SAVINGS S40 Matin St. Klamath Falls, Oregon	(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN- TIES WHERE USED.)	STATE OF OREGON County of Klamath } ss. I certify that the within instrument was received for record on the 13 t day of September
TO: William Ganong	sed only when obligations have cill indebtedness secured by the irected, on payment to you of any iness secured by said trust dead a parties designated by the terms First Fed	