#### 01-40951 MTC TRUST DEED

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THIS TRUST DEED, made this 17th day of September 19.76, between THOMAS A. WHITTEMORE

., 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 sale, the property in Klamath County, Oregon, described as:

Lot 5, Block 43, HILLSIDE 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.

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

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granter or others having an interest in the above described property, as may be inversed note or notes. If the indebtedness secured by this trust deed is winced by a more than one note, the beneficiary may credit payments received by it dopon 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 in that the said premates and property conversel by this end the beneficiary and clear of all encumbrances and that the grantor will and theirs, utors and administrators shall warrant and defend his said title there bet the claims of all persons whomsoever.

The shift clear of all encumbrances and that the grantor will and his heirs, executors and administrators thall warrant and defend his said title thereto sain the claims of all persons whomsover. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, agrees to pay said note according to the terms said property; to keep add promety dreats and other charges leveld against ecdence over this trust deed; to complete all building enumbrances having pre-cedence over this trust deed; to complete all building or improvements or hereafter construction is hereafter commenced; to repaire the date hereof or, the date construction is hereafter commenced; to repair the date hereof or, the date construction is hereafter to improve add pay, when due, all times during construction; to replace any building or improvements and property which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to test; more within fifteen days after written notice. From bereficiary of such constructed of add prediatory any building or improvements now or hereafter now waste of said premises; to keep all work or materials unsatisfactory to now or hereafter, erected upon said premises confor property and improvements now or hereafter, erected on said premises (add premises under or under now aste of said premises; to keep all soid repairs and to commit or suffer no waste of add premises; to keep and premises acceptable to therebour-secured by this trust deed, in a company or companies acceptable to the bone flaty; and to deliver the original principal sum of the note during and here the principal pice of business of the beneficiary as law with approved loss payable clause in favor of the beneficiary astached and with approved loss payable clause in favor of the beneficiary and is its own and to define the original principal sum of the note beneficiary as the stituling and to be the principal pices of business of the benefici

shall be non-cancellable by the granter during the full constraints, which insurance obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges hered or assessed against the above described preprivant heredown in heredown and the inductores accured heredown in heredown and the loss of the lesser; of the original purchase price haid by the groups at the time the hord between a secured heredown at the time the hord marker are the heredown and the heredown at the time the hord between a secured heredown at the time the hord between a secured heredown at the time the hord between a secured heredown at the time the hord between a secured heredown and the secure the secure and here and the secure and here and the secure and t

While the grantor is to pay any and all taxes, assessments and other charges lotted or assessed against and property, or any part thereof, hefere the same bugin to bear interest, and also to pay premiums on all insurance policies upon and some bugin to bear interest and also to pay any and all taxes, assessments and other charges lotted or imposed to beneficiary to pay any and all taxes, assessments and other charges lotted or imposed against said properly in the amounts, and shown by the statements there of the insurance premiums replaced on the statements submitted by the frainmee carriers there is the collector of such taxes, assessments or other charges, and to pay the insurance premium resonative shown on the statements submitted by the frainmee carriers the part of any, established for that purpose. The grantor agrees in no erret to hold the research of any loss, to compromise and settly as the any insurance on the statements of any loss or damage inficiency are of any loss, to compromise and settly with any insurance company and to apply us which indefect in any insurance policy and the busefiles of the by is an indefect.

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 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.

abilitation 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 thare-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 iten of this trut deed. In the prantoclon, the beneficiary shall have the right in its discretion to complete any immerciants made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or advable. The grantor further agrees to comply with all huws, 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 where the other costs and expenses of the truster incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the secur-ity intereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses. Including cost of evidence of titls and attorney's fees in a which the beneficiary or trustee of the and attorney is the 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-dered.

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:

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 of eminent domain or condemnation, the beneficiary shall have the right of eminent domain or condemnation, the beneficiary shall have the right of commence, prosecute in its own name, appear in or dofend any se-teric or proceedings, or to make any compromise or settlement in connection with payable as compliant is or cleat, to require that all or any portion of the money's payable as compliant is the set of payable as compliant of the set of payable as compliant of the set of the set of the set of the set of payable as compliant of the set of the set of the set of the set of payable as compliant of the set of or incurred by the grontor in such proceed near any set of the balance applied upon the indebtedness secure derety; and the grants of after the first own expense, to take such actions and execute such instruments as shall of incurred.

request. 2. At any time and from time to time upon written request of the beneficiary's ficiary, payment of its fees and presentation of this deed and the noise for the dorsement. (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedeases, the trusteer may (a) consent to the making of any map or plat of said property; (b) join in granting any casement affecting this deed or the lien or charge hereof; (d) reconvey, where a greenent affecting this deed or the lien or charge hereof; (d) reconvey, after may reconvey the first of the property. The grantee in any reconvey into may bands all or any parts of the property. The grantee in any reconvey, the recliate therefore the starts of any anti-res of not shall be conclusive proof of the shall be \$5.00.

thuinting thereof. Trustee's lees for any of the services in this paragraph shall be \$2.00. S. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-grantor shall default in the payment of any personal property located thereos. Until the performance of any agree payment of any indebtedness secured hareby or in the performance of any agree payment of any indebtedness secured hareby or in the performance of any agree payment of any bread there and there and the text all such rents, issues, royality strategies and profits estimated become due and payable. Upon any affault by the grantor hereunder; the beac security for the indebtedness hereby security for the advance, of any said property, or any part thereof, in the same such and unpaid, and apply the same, less costs and expanses of operators and cost on any operation. or any part thereof, and profits, inclu-costs and expenses fees, upon any ind

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f. The entering upon and taking possession of said property, the collection of said rents, issues and profits or the proceeds of fire and other insurance policies of the appleation action or swards for any taking or damage of the property, and the appleation action or swards for any taking the said of the property, and fault or motion of default hereunder or invalidate any act does pursuant to such notice.

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5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on form supplied it with such personal information concerning the purchaser a would ordinarily be required of a new ioan applicant and shall pay beneficiar a service charge.

a service charge. 6. Time is of the essence of this instrument and shall pay beneficiary 7. 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 greement hereunder, tho bundleidary may declare all sums secured hereby inmediately due and payable by delivery to the trustee of written notice of default and election to soil the trust property, which notice trustee shall cause to be duy filed for record. Upon delivery of said notice of default and election to sell, the henoficiary shall deposit with the trustee this trust decd and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees shall fix the time and place of sale and give notice thereof as then required by law.

brustees shan its the time and may time prior to five days before the date set required by law. 7. After default and may time prior to five days before the date set by the Trustee for the Trustee's sule, the granter of the trust person set 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 550.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

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 scontain of a said notice of default and giving of said notice of said, the transformed and the state of the said state of the said of the said the said state of the said scontain of the said state of the said the of said, either as a scholar or the said state of the said state of the said state of said, either as a scholar of the said state of the said state of the said state of said, either as a scholar of the said state of the said state of the United States, payable at the time of said. Trustee may postpone said of the say portion of said property by public sancoursement at such time and place of sale and from time to time thereafter may postpone the sale by public as nouncoment 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 as sold, but without any covenant or warranty, express or implied. The recitais 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.

and the heneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of thrustee's sale as follows: (1) To the expenses of the sale including the constant of the trustee, and a reasonable charge by the sale including the constant of the trustee, and a reasonable charge by the sale including the constant of the trustee, and a reasonable charge by the sale including the constant of the trustee, and a rust deed. (3) Fo ill provide links subsequent to the interests of the trustee of the sustained at their interests appear in the order of their priority. (4) The sustained to such surplus.

deed or to his successor in interest entitled to such surplus. 10. Yor any reason permitted by law, the beneficiary may from time to time uppoint a successor of successor to any frustee named herein, or to any version trace appoint and substitution and the successor traces appointment, and without consuccessor traces appoint a substitution shall be made by written instrument executed by the beneficiary, containing references to this trust deed and its place of record, which, when recorded in the office of the county clork 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 brough by the trustes.

12. This deed applies to proceeding is brought by the trustes, hereto, their heirs, legates devises, administrators, executors, successor and assigns. The term "beneficiary" shall mean the holder and owners beneficiary pleutee, of the note secured hereby, whether or not somed as a beneficiary herein. In construing this deed and whenever the contrat so requires, the innecular gender includes the feminine and/or neuter, and the singular number includes the plural.

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IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. thomas a Muttenere (SEAL) (SEAL) THIS IS TO CERTIFY that on this 117 day of September \_\_\_, 19.76\_\_, before me, the undersigned, a to me personally known to be the identical individual..... named in and who executed the foregoing instrument and acknowledged to me IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed seal the day a OccChere & Amesto Public for Oregon \*300°06 (SEAL) nission expires: 10-25-76 1 Bar Bar Co STATE OF OREGON } ss. Logn No. County of Klamath TRUST DEED I certify that the within instrument was received for record on the <u>20th</u> day of <u>September</u>, 19 76, at <u>2:53</u> o'clock <u>P.M.</u>, and recorded in book <u>M76</u> on page <u>14709</u> Record of Mortgages of said County. (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TO FIRST FEDERAL SAVINGS & USED.1 Witness my hand and seal of County LOAN ASSOCIATION affixed. Beneficiary Wm. D. Milne, After Recording Return To: aity de County Cler FIRST FEDERAL SAVINGS 540 Main St. County Clerk Klamath Falls, Oregon fee \$6,00 Deputy First particle of spore country affor the stranger respective reserve REQUEST FOR FULL RECONVEYANCE And D. SLow To be used only when obligations have been paid. TO: William Gan Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said 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 First Federal Savings and Loan Association, Beneficiary anoliva v. *Esta*tutosa DATED