2480 DEED Val. 7. Page 17277 01-10444 TRUST

19.76 hetween 20992 October THIS TRUST DEED, made this 26theay of HENRY K. STROMER and JOSEFINE B. STROMER, husband and wife as grantor, William Ganong, Jr., as trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klameth Fells, 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 6, Block 1, KENO HILLSIDE ACRES, Scoording 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, together with all and singular the appurtenances, tenemonts, hereditaments, rents, issues, profils, water rights, easements or privileges now or

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

he beneficiary may elect. The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deced are in that the said premises and property conveyed by this trust deced are utors and administrators aball warrant and defend his said title thereto, not the claims of all persons whomsoever.

executors and administrators abal warrant and detend his said title thereto, sgainst the damm of all persons whomsover; The grantor covenants and agrees to pay said note according to the terms thereof and, when duc, all taxes, assessment and other charges levid against ind property; to keep said property exc all buildings in course of construction or hereafter constructed on an hereafter commenced to repair and rest-or becafter constructed on an hereafter commenced to repair and rest-or becafter constructed on an hereafter commenced to repair and rest-or becafter constructed on an hereafter commenced to repair and rest-or becafter constructed on an hereafter commenced to repair and rest-or becafter constructed on an hereafter commenced to repair and rest-bereof or the date consumerimalities manner any building or imported and rest-or becafter construction; to replace any work or more als unsatisfactory to limes during construction; to replace any work or more hereafter constructed on said prometer all buildings in comments new or hereafter constructed on said prometer all good repair and to commit or suffer no waste of said premises; to keep al good repair and to commit or suffer no waste of said premises; to all premises continuously insured againstead by fire or such other than the original principal sum of the mobile to the bue-secured built structed and and premises continuously insured againstead by fire or such other than the original principal sum of the mobile to the bue-secured boals apple clause in favor of humenes of the beneficiary at insure. If the advise principal clause in favor of anomes of the beneficiary at insure all policy of insurance is not be indured to the denes of the beneficiary at leas of insurance dust marker of the beneficiary the beneficiary with insured. The presented boals payle clause in favor of any such policy of insurance. If the days prior to the effecting beneficiary the beneficiary with insure all policy of insurance is not be beneficiary the beneficiary with a so

which we non-concentrate by the particle equality for the prompt payment of all taxes, and governmental charges levied or nasessed against the above described pro-perty and insurance particular charges levied or nasessed against the above described pro-perty and insurance particular particular price paid by the granicar at the the time the of the lesser of the original purchase price paid by the granicar at the the time the minds or the beneficiarily purchase price paid by the granicar at the the time the principal and integration or principal and interest are payable with anomal count is 1/12 on the date measurements, and our charges dist and payable with an ending the principal of and within each necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 12 months and also 1/26 of the insurement count is 1/12 of the taxes, necessing 13 months and also 1/26 of the insurement of the granic interest on suid amounts at a rate on the day the second main taxes in the taxes of the date of interest paid shall be 4%. Interest are 10/16, 17, 18 unch rate is less than any balance in the account and shall be paid quarterity to the granier by crediting monthly balance in the account and shall be paid quarterity to the granier by crediting to the genome account the amount of the interest due.

While the granter is to pay any and all taxes, assessments and other charges level or assessed gaulist said property, or any part thereof, before the same begin to bear-interest and also to pay promining on all insurance policies uson, said property such pay-interest and the mode group the heneficiary, as aforesid. The granter hered or imposed the beneficiary to pay are all itaxes, assessments and other charges induces gaulat and property and all taxes, assessments and other charges further control of the same set of the same state of the same set of the same collector of suc shown on the statements submitted by the insurance premiums collector of suc shown on the statements submitted by the function of the granter and the same resolution of the same statement submitted by the function of the same set of the same state is with a same required from the reserve account-resontial to withdraw the same withen may be required from the reserve account-resonation of the same statement submitted by the function of the same state responsibility of the law property, and the beneficiary hereby is authorized. In the sub of our loss, to compromise and settle with any the statement company and to apply any versit insurance receipts upon the obligations accured by this trust deed. In companying the amount of the indebutedness for payment, and astification in. full; or upon sale or other amount of the indebutedness for payment, and astification in. full; or upon sale or other

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acquisition of the property by the beneficiary after default, any halance remaining in the reserve account shall be credited to the indebteness. If any authorized reserve account interior account shall be credited to the indebteness. If any authorized reserve account for increase assessments, insurance premums and other charges is not sufficient at any for increase assessments, insurance premums and other charges is not sufficient at any interior the payment of such charges as they become due, the grantor shall pay the beneficiary may at its option and it not paid within ten days after such demand, its beneficiary may at its option add the amount of such defleit to the principal of the solid 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 see the right in its discretion to complete this concellon, the beneficiary shall have the right in its discretion to complete any improvements made on shid premises and also to make such repairs to said property as in its is oblic discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all havs, ordinances, regulations, covenants, conditions and resistictions affecting said property; to pay all cash frees and expenses of this rust, or cost of title scarch, as coll as frees and expenses of this rust, or the truster incurred in connections with or the other costs and resist, incurses and attorney's free safety the secur-tio appear in defend any action or proceeding purporting to affect the secur-to appear for the rights or powers of the beneficiary or trust attorney are indiced the secur-tions of order ends in the direct of the securities and the securities reasons and order so of the direct of title and thorney are free in a reason the beneficiary or trustee may appear and in any such suit brought by bene-ticely to foreclose this deed, and line and sums shall be secured by this trust ded.

The beneficiary will furnish to the grantor on written request therefor al statement of account but shall not be obligated or required to furni 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 is under the right of eminent domain or condemnation, the beneficiary shall 1 in the right to commence, prosecute in its own name, appear in or defend any he right to commence, prosecute in its own name, appear in or defend any in the right of eminent of the second second second second second is a second second second second second second second second is a second second second second second second second sayable as compensation for such taking, which are in excees of the amouning a second for a second second second second second second second second second respective second se

At its own elsewary in obtaining such compensation, promptly upon request. 2. At any time and from time to time upon written request of the ficiary payment of its fees and presentation of this deed and the note dorsement (in case of rout the payment of the indebtdenes; the trustee itability of any person for the payment of the indebtdenes; the trustee consent to the making of any map or plat of said property; (b) Join in a consent to the making and restriction thereact, (c) Join in any mover any casement or craftecting this deed or the lien or charge hereon (any per without we head sorther any mark of the property. The granely filled there inco mark is therein of any matters of facts shall be orchusive proof the hounces thereof. Trustee's fees for any of the services in this pa-terel be \$5.00. truthfulness t

shall be \$5.00. 5. As additional security, grantor hereby assigns to baneficiary during continuers of these trusts all renks, issues, royalites and profits of the continuers of these trusts all renks, issues, royalites shall be approximately associated thereon. U printer shall default in the payment of any induces shall have the right to find performance of any agreement hereunder, grantoke shall have the right to test all such renks, issues, royalites and prior to default as the performance of lect all such rents, become due and p ficiary may at an ceiver to be appoin security for the in

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6. The entering upon and taking possession of said property, the collect of such routs, insure and profits or the proceeds of fire and other insurance ites or compensation or avards for any taking or damage of the property, the application or release thereof, as altoresaid, shall not ever or wairs any fault or notice of default hereunder or invalidate any act done pursuant such notice.

6. The grantor shall notify beneficiary in writing of any sale or con-tract for sale of the above described property and furnish mediciary ou a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

a service charge. 6. Time is of the essence of this instrument and shall pay beneficiary results in payment of any indebtedness socured hereby or in performance of any servement hereunder, the beneficiary may declare all sums secured hereby in mediately due and paysable by delivery to the trackee of written notice of default mediately due and paysable by delivery to the trackee of written notice of default and hereinon to sell the track property, which notice trackee shall cause to be duly field for record. Upon delivery of said notice of default and etection to sell, the beneficiary shall deposit with the truttee this trut deed and all promissory noise and documents evidencing expenditures secured hereby, whereupon the trustees shall firs the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the data set the Trustee's relation of the state of the state of the trust deal and vileged may pay the entire amount then due under this trust deal and e obligations secured thereby (including costs and expenses actually pays foo enforcing the terms of the obligation and trustee's and enciral to exceeding 30.00 each) other than such protion of hereingial as would t then be due had no default occurred and thereby cure the default.

8. After the lapte of such time as may then be required by law following 8. After the lapte of such time as may then be required by law following he recordation of said notice of default and giving of said notice of saie, the rustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as be may de-f saie, either as a whole or in separate parcels, and in such order as be may de-f saie, either as a whole or in separate parcels, and in such order as be may de-f alted States, payable at the time of saie. Trustee may postpone saie of all or Jnited States, payable at the time of saie. Trustee may postpone saie of all or ale and from time to time thereafter may postpone the sale by public an-ale.

nouncement at the time fixed by the preceding posiponement. The trustes shall deliver to the purchaser bis dead in form as required by inw, conveying the pro-perty so bold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters or fact shall be conclusive proof of the returbulness interoof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the tale.

and the unscricitity, may purchase at the sale. 9. When the Trustee selis pursuant to the powers provided housin, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the stioner (2) To the obligation secured by the trust deed. (3) To all persons baying recorded liens subsequent to the interests of the stinter in the deed as their interests appear in the order of their priority. (4) The surplus, if any, to the granter of the trust deed or to his successor in interest cutilied to such surplus.

deed or to his successor in interest entities to such surplus. 10. For any reason permitted by law, the heneficiary may from time to time appoint a successor or successor to any chastes named brench, or to any successor trustce appointed hereander. Upon such as the successor trustce appoint and duties conferred upon any trustce he inter in and her vested with all title, powers and duties conferred upon any trustce hereander or appointed hereander. Each such appointment and substitution that he made by written instrument excetted by the beneficiary, contaided he the office of the county clerk or recorder of the county or counties, which the property is sluxted, shall be conclusive proof of proper appointment of the successor trustee.

proper appointments of the sectored timeter. 11. Trustee accepts this trust whet. this deed, duty exceuted and acknow-ledged 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 granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

y unicas such action or proceeding is choose by the trade-l2. This dived applies to, invices to the benefit of, and binds all partica-to, their birs, legatess deviaces, administrators, vaccutors, successors and gas. The term "beneficiary" shall mean the hier and owner, including ge, of the note secured hereby, whether for nod named as a beneficiary in. In construing this deed and whenever includes a beneficiary is gender includes the feminine and/or neuter, and the singular number la-ie gender includes the feminine and/or neuter, and the singular number la-

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Stammer (SEAL) Henry B Goschara B. Stanming (SEAL) 0 STATE OF OREGON County of Klamath 13.76, before me, the undersigned, a October _day of THIS IS TO CERTIFY that on this Notary Public in and for said county and state, personally impected the within named HENRY. K. STROMER and JOSEFINE B. STROMER, husband and wife me personally known to be the identical individual a named in and who executed the foregoing instrument and acknowledged to me that IN TESTIMONY WHEREOF, I have hereunic set my hand and offized my notarial seal the day and year last above written. they fredded the same freely and voluntarily for the uses and purposes therein expressed. tury Public for Oregon m 5-14-80 (_{int} by whore the nission expires: STATE OF OREGON } Loan No. **夏日**二代 TRUST DEED I certify that the within instrument was received for record on the <u>lst</u> day of <u>NOVEMBER</u>, 19.76., at 11;47 o'clock AM., and recorded (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE in book M.76 on page 17277. Record of Mortgages of said County. Granto TO Witness my hand and seal of County USED.) FIRST FEDERAL SAVINGS & affixed. LOAN ASSOCIATION Ben WM. D. MILNE County Clerk Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon FEE \$ 6.0C a an persentition as sole REQUEST FOR FULL RECONVEYANCE 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 aatisticd. 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 cance) 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 same. First Federal Savings and Loan Association, Beneficiary

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