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L#01-40993 M/T 2425 21002 Vol 76 Page 17292 DEED TRUST

1976 between THIS TRUST DEED, made this 29th year October RUDOLF A. TENA AND VICKIE L. TENA, 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 sale, the property in Klamath County, Oregon, described as:

Lot 2 and 3 in Block 8 of FIRST ADDITION to the City of Klamath Falls according to the official plet thereof on file in the office of the County Clerk, Khamath 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, weter rights, easements or privileges now together with all and singular the appurtanences, tenements, hereditaments, rents, issues, profits, weter rights, easements or privileges now or horeafter balonging 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 fixtures, together with all awnings, ventian blinds. floor covering in place such as wall-to-wall corpeting and linoleum, 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 grantor has or may hereafter accurate. For the purpose of securing with the above described premises, including all interest therein which the grantor has or may hereafter accurate. For the purpose of securing is performence of each agreement of the grantor herein contained and the payment of the sum of MINETTEEN. THOUSAND SEVEN (1 = 1, 7, 700, 00) Dollars, with interest therein according to the terms of a promisory note of over agreement of 1, 6, 70. commencing beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 163.70 commencing DECEMBER 15.

This trust deed shall further scoure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the indebtedness secured by this trust deed is evidenced by 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 any of said notes or part of any payment on one note and part on another, as the beneficiary may redet.

as the beneficiary may elect. The grantor hereby covenants to and with the trustee and the beneficiary herein that the said promises and property conveyed by this trust deed are free and dear of all encumbrances and that the grantor will and is heirs, executor, 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 sgalasis the claims of all persons whomsover. The grautor covenests and agrees to pay said note according to the terms thereof and, when due, all arces, assessments and other charges levicd against is thereof and, when due, all arces, assessments and other charges levicd against is the start of the start of the start of the start of the start and property; it is that deed, to complete all buildings in course of construction of the start of the

shall be understanding to the granted using the three prompt payment of all lates, assessments, and governmental charges levied or assessed against the above described pro-perty and insurance premium while the indubtedness exerced hereby is in access of 80 %be the lesser of the original purchase price paid by the granter at the time the loan was made previous premium while the indubtedness secured hereby is in access of 80 %be of the beneficiary's original apprexists value of the property at thity impression made or into hereful pays. In the beneficiary is addition to the monthly at thity impression principal interest paysable under the terms of the note or obligation secured hereby of the date installments on principal and interest are paysile an amount equal to 1/12 on the date installments on principal and interest are paysile an amount equal to 1/2 of the taxes, massesments, and other charges due and paysible with spect to add property of the taxes, assessments, and other charges due and paysible with this Trust. Doed is in respect to add amounts at a rute not less than the highest rate authorized to be path interest on stalf amounts at a crute not less than the highest rate authorized to be and %, the rate of interest paids ability be %. Interest shall be computed on the secret amount by banks on the secount and shall be %. Interest shall be computed on the average 4%, the rate of interest paids shall be 4%. Interest shall be average in the struct amount busines in the secount and shall be paid quarterly to the granter by crediting to the serve account the amount of the interest due.

While the grantor is to pay any and all taxes, ascessments and other clarges levied research cannot said properly, or any part thereof, hefore the name begin to have research and also to pay premiums on all insurance policies upon said properly, without one to be made through the heneflexity, as aforeasid. The grantor being and allost and property in the anomalia sasessments and other charges furnished by the allost and property in the anomalia sasessments and the universe furnished by the anomalies shown on the statement a summitted by the universe furnished by the same to be shown on the statement as universes, and to consider a such that any constraints any established for that purpose. The grantor parts is no event to hold the beneficiary esposible for failure to have any insurance with heneficiary hereby is authorized, in the it of a direct in any insurance policy, and the any insurance company and to apply say rent of any loss, to compromise and settles which are trust deed. In computing the mounts of, the inductedness for payment and satisfaction in full or upon sale or other mount of, the inductedness for payment and satisfaction in full or upon sale or other mount of the inductedness for payment and satisfaction in full or upon sale or other beneficiary age growing red, in the

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accuisition of the property by the beneficiary after default, any balance remain reserve account shall be credited to the indebtedness. If any authorized reser-for taxes, assessments, insurance premiums and other charges is not suffici-time for the payment of such charges as they become due, the grantor sha defielt to the beneficiary upon demand, and if not paid within ten days after su-the beneficiary may at its option add the amount of such deficit to the prince obligation secured hereby. ficient at any shall pay the

nation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the cfclary may at its option carry out the same, and all its expenditures there-shall draw interest at the rate specified in the note, shall be repayable by grantor Gn demand and shall be secured by the lies of this bruss deed. In grantor Gn demand shall be secured by the lies of this bruss deed. In grantor Gn demand and shall be secured by the lies of this bruss deed. In grantor Gn demand and shall be secured by the lies of this bruss deed. In grantor Gn demand and shall be secured by the lies of the trust deed. In grantor Gn demand and shall be secured by the lies of the trust deed. In grantor Gn demand and shall be secured by the grant deed is the solution of t

property as in its sole discretion it may deem necessary or advisable. The granter further agrees to comply with all laws, ordinances, regulation covenants, conditions and destrictions affecting said property; to pay all cos-fees and expenses of expenses of the trustse incurred in connection with the other states of the structure incurred in connection with the other states of the structure incurred in connection with the other states of the structure incurred in connection with the other states of the structure incurred in connection with the other states of the structure incurred in connection with the other states of the structure incurred in the structure incurred in the other structure is a state of the structure in the structure of a structure of the ty here of or the rights or powers of the beneficiary or an attorney's fees in reasonable sum to be fixed by the court, in and in any suit brought by be ficiary to foreclose this deed, and all said sums shall be secured by the tr deed.

The beneficiary will furnish to the grantor on written request therefor an in 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:

It is mutually agreed that: 1. In the event that any portion or all of shid property shall be taken under the right of ominent donain or condeumation, the beneficiary shall are the right to commence, prosecute in its own name, appear in or deficiary shall are the right to commence, prosecute in its own name, appear in or donaction with such taking and, if it so elects, to require that all or any point such taking and, if it so elects, to require that all or any point or incurred by the grantor in such promobile costs and entering or incurred by the grantor in such promobile costs and the proceedings, and the balance applied by the grantor in such promobile costs and expenses and attorney's and applied by the grantor in such promobile costs and expenses and attorney is balance applied upon the includetness secured hereby; and the grantor agrees, at its own expense, to take upon compensation, promptly upon the beneficiary's request.

be necessary in obtaining such compensation, prompt oper su-request. 2. At any time and from time to time upon written request ficitry, payment of is fees and presentation of this deed and the dorsement (in case of full reconveyance, for cancellation), without itability of any praking of any map or plat of said property; (b) joi consent to that or strending and restriction thereon, (c) join in any or other warranty, all or any part of the property; The grantee in withounay be described as the "person or portons legally entitled the recitals therein of any matters or facts shall be conclusive truthfulness thoreof. Trustee's fees for any of the zervices in th shall be 30.00. the trustee (b) join in

shall be \$5.00. 3. As additional security, grantor hereby assigns continuance of these trusts all rents, issues, royalita perty affected by this deed and of any personal proper grantor shall delault in the payment of any indebted the performance of any agreement hereunder, grantor shall lect all such rents, issues, royalites and profits earned become due and payable. Unon any default by the strat neficiary during the become due and payable. Or the second at any time without ne ficiary may at any time without ne ceiver to be appointed by a court, security for the indetedness hereby and property, or any part hereof, the rents, issues and profiles, inclu-the same, less costs and expenses able attorney's fees, upon any ind

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4. The cotering upon and taking possession of said property, the collection such rents, issues and profits or the proceeds of fire and other insurance polse or composition or avariat for any taking or daming of the property, and a application or release thereof, as aforesaid, shall not cure or wairs any deult or notice of default hereunder or invalidate any soit done pursuant to oth notice.

6. The grantor shall notify beneficiary in writing of any sale or contract for resist of the above described property and furnish beneficiary on 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.

7. After default and any line prior to five days before the date set by the Trustee for the Trustee's said, the granter or other person as privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and exponses actual) in neurord in enforcing the terms of the obligation and trustee's and attorney's fee not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

any titte, be use, had, be using occurre and thereby outs the default. 6. After the lapse of such time as may then be required by law following the recordulation of said notice of defaults and giving of said notice of saie, the trustee 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 he may determine, at public suction to the highest blidder for cash, in lawful money of the United States, parable at the time of saie. Trustee may postpone saie of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the saie by public an-

nouncement at the line fixed by the preceding postponement. The trustee shall deliver to the purchase his deal in form as required by law, conveying the property so sold, but hout any covenant or warranty, supress or implied. The required of a second of any ... atters or facts shall be conclusive proof of the returbuleness thereof. Any person, securiding the trustee but including the greator and the beneficiary, may purchase at the sale.

and the occurrently, may purchase us in the same 5. When the Truites sells purcuant to the powers provided herein, the irustee shall apply the proceeding of the trustee's sale as follows: (1) To the expenses of the same statement of the strustee, and a reasonable (5) Fo ship when statement having recorded lices, subsequent to the interests of the trustee in the trust deed as their interests appear in the trust order of their priority. (4) The sublished having, to the granter of the trust deed or to his successor in interest entitled to such surplus.

uced or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed herounder. Upon such appointment and without convyrance to the successor trustee, the latter shall be vested with all tille, powers and duits conferred upon any trustee herein named or appointed hereunder. Kachsuch appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its piece of record, which, when recorded in the office of the contry terk or recorder of the county or counties in which the property is situred, 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 jubile record, as provided by law. The trustee is not colligated to notify any party herets of pending sale under any other deed of trust or of any action or proceeding. A which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, huires to the benefit of, and bluds all parties hereto, their heirs, legates dovinces, administrators of the trustee. Sasigns. The term 'beneficiary' shall whether or not name and swner, including pledgee, of the nota social adds and whether or not name is a beneficiary hereto. In constraing the deal and whether or not name is a beneficiary beneficiary shall be added and the heretor and the singular number inculne gender includes the feminine and/or neuter, and the singular number includes the plant.

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

(Rudo ef A. Tena (SEAL) Ulickie L. (SEAL) STATE OF OREGON County of Klamath 19 76, before me, the undersigned, o October ...day of THIS IS TO CERTIFY that on this Notary Public in and for said county and state, personally appeared the within named RUDOLE A. TENA AND VICKIE L. TENA, Husband and Wife to me personally, known to be the identical individual S named in and who executed the foregoing instrument and ackno LARY overled the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have bereunic set my hand and affixed my refarial seal the day and year last above written Snald с. С.) Beau SALOTASY. (SEAL) AUCIL Notary Public for Oregon My commission expires: 11-12-785 Loan' No. 11 STATE OF OREGON } ss. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 1st day of NOVEMBER , 19 76, at 12;510'clock P.M., and recorded (DON'T UBE THIS PACE: RESERVED in book <u>N. 76</u> on page 17292 FOR RECORDING LABEL IN COUN TIES WHERE Record of Mortgages of said County. Grantor ΠO USED.) Witness my hand and seal of County FIRST FEDERAL SAVINGS & affixed. LOAN ASSOCIATION Beneficiary WA. D. MILNE After Recording Return To: County Clerk FIRST FEDERAL SAVINGS 540 Main St. Ohonta hez L Klamath Falls, Oregon FEE \$ 6.00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee The undersigned is the legal owner and holder of all indebiedness 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 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 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 to satisfie to cancel all evidences of indebiedness secured by said trust deed (which are calivered 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 sate now held by you under the TO: William Ganong First Federal Savings and Loan Association, Beneficiary 19. DATEL