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TRUST DEED Val. 76 Page

THIS TRUST DEED, made this 4th day of November

19 76, between

DOUGLAS C. CKAWFORD and MARILYN M. CRAWFORD, husband and wife

AKA MARYLIN M. CRAWFORD

Kill 76 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 1 of CLOVERDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the Northerly 22.5 feet thereof.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertating to the above described premises, and all plumbing, lighting, heating, ventilating, dir-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-towall carpeting and line-lum, shades and built-in ranges, dishwashers and other 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 acquire, for the purpose of securing, performance of

each agreement of the grantor herein contained and the payment of the sum FIFTEEN THOUSAND DOLLARS AND NO/100 each agreement of the gramfor herein contained and the payment of the sum of IFTEEN THOUSAND DILIARS AND NO/10

(s. 15,000,00) Dollars, with interest thereon according to the beneficiary of the granton of such additional money, the such stead shall further secure the payment of such additional money, if any, as may be inoned hereafter by the beneficiary to the grantor or others having an interest being payable in monthly installments of s. 123,435 commencing the same of the same of

The grantor hereby covenants to and with the trustee and the beneficiary a that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his heristors and administrators shall warrant and defend his said title thereto ist the claims of all persons whomsoever.

ceutors and administrators shall warrant and defend his said title thereto galant the claims of all persons whomsever.

The grantor covenants and agrees to pay said note according to the terms ereof and, when due, all taxes, assessments and other charges levied against the claim of the construction of the property to keep said property free from all encumbrances having predence over this trust deed; to complete all buildings in course of construction bereafter construction is hereafter commenced; to repair and restore comply and date construction is hereafter commenced; to repair and restore comply and the construction is hereafter commenced; to repair and restore comply when the comply and the construction is hereafter commenced; to repair and property at all mes during construction; to replace and the construction of the construction of the construction is replaced by the construction of the

all he non-cancellable by the grantor during the full term of the policy thus tained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to be herefelery, together with and in addition to the monthly payments of neipal and interest payable under the terms of the note or obligation secured coby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and ser charges due and payable with respect to said property within each succeeding three years while twelve months, and also one-thirty-sirch (1/32th) of the insurance premiums paths with respect to said property within each succeeding three years while the property of the service of the servic

miums, taxes, assessments or other charges when they shall become due payable.

While the grantor is to pay any and all taxes, assessments and other ges levied or assessed against said property, or any part thereof, before same begin to bear interest and also to pay premiums on all insurance cles upon said property, such payments are to be made through the teneral property in the amount as shown by the statements thereof furnished property in the amount as shown by the statements thereof furnished property in the amount as shown by the statements thereof furnished rance promiums and taxes, assessments or other charges, and to pay the state property in the amount as shown by the statements submitted by insurance carriers or their regions the statements submitted by insurance carriers or their regions thereof turnished from reserve account, if any, established for that purpose. The required from reserve account, if any, established for that purpose. The required from one event to hold the beneficiary responsible for failure deck in a funning to the property of the componium and settle with any insurance company and to apply any insurance receipts upon the obligations secured by this trust deed, In the or the pounting the amount of the indebtedness for payment and satisfaction in or upon sale or other acquisition of the property by the beneficiary after

obligation secured hereby.

Should the grantor full to keep any of the foregoing covenants, then the beneficiary may at its option cary out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this treat deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulation covenants, conditions and restrictions affecting said property; to pay all costs fees and expenses of this trust, including the cost of title scarch, as well as the other costs and expenses of the trustee incurred in connection with o 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 secutive hereof or the rights or powers of the beneficiary or trustee; and to pay a costs and expenses, including cost of evidence of title and attorney's fees in reasonable sum to be fixed by the court, in any such action or proceeding the which the beneficiary or trustee may appear and in any sult brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trusteed.

The beneficiary will furnish to the grantor on written request therefor an all atatement of account but shall not be obligated or required to furnish further statements of account.

It is natually 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 to commence, prosecute in its own name, "ppear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it if frat upon any reasonable costs and expenses and attorneys fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and exceute such instruments as shall the own expense, to take such actions and exceute such instruments as shall as own excessary in obtaining such compensation, promptly upon the beneficiary's request.

the necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for excitation (in case of rull reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) Join in granting any easement or creating and restriction thereon, (c) Join in any subordination of the payment of the property. The grantee in any reconveyance may be described any part of the property. The grantee in any reconveyance may be described any part of the property. The grantee in any reconveyance may be described any part of the property. The grantee in any reconveyance may be described any part of the property and the recticals therein of any matterns or persons legally entitled thereof. and truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.09.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of the services in this paragraph shall be \$5.09.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of the services. Until grantor shall default in the payman personal property occare thereby or in the performance of any agreement hereundary recoverance of the services of the property at any time without notice, either in person, by agent or the beneficiary may at any time without notice, either in person, by agent or the beneficiary may at any time without notice, either in person, by agent or the beneficiary may at any time without notice, either in person, by agent or the beneficiary may at any time without notice, either in person, by agent or the beneficiary may at any time without notice, either in person, by agent or the hone civer to be appointe

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6. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aloreaval not curs or waits any fault or notice of default hereunder or invalidate any art done pursuant to such notice.

6. The granter shall notify beneficiary in writing of any sale or contract for sale of the above described property and formals beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loss applicant and shall pay beneficiary a service charge.

6. Time is of the casence of this instrument and upon default by the granter in payment of any indebtedness secured hereby or in performance of any segreement herounder, the beneficiary may declare all sums recured hereby immediately due and spable by delivery to the trustee of written notice of default and election to sell for trust property, which notice trustee shall cause to be duly fliest for record plus delivery of said notice of default and election to sell, the beneficiary shall depose with the trustee this trust deed 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.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged measurements thereby the children of the trust deed and the obligation becomes thereby (including costs and expones actually incurred in enforcing 50,00 cach the obligation and trustee's and attorney's fees not exceeding \$50,00 cach obligation and trustee's and attorney's fees not exceeding \$50,00 cach obligation and trustee's and attorney's fees not the obligation of the principal as would not then be due had no default occurred and thereby core the default.

8. After the lapse of such time at may then be required by law following the recordation of said notice of default, and then be required by law following the recordation of said notice of default and giving of said notice of saic, the trustee shall sell said property at the time and said notice of saic, either as a whole or in separate parcels, and the said notice of saic, either as a whole or in separate parcels, and the said said notice of saic, either as a whole or in separate parcels, and the said said notice of said property by public said the said of said any portion of said property by public announcement at such time and place of saic and from time to time thereafter may postpone the saic by public announcement as such time and place of saic and from time to time thereafter may postpone the saic by public announcement.

nouncement at the time fixed by the preceding postponement. The trustee cheldeliver 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 grauto and the beneficiary, may purchase at the sale.

and the observery, may purcase at the sais.

9. When the Trustee sells pursuant to the powers provided herein, the trustee sail apply the proceeds of the trustee's sais as follows: (1) To the expenses of the sais including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded light on secured by the interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust deed 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 auccessor to any trustee named herein, or to any successor frustee appointed bereunder. Upon such appointment and without conveyance to the successor trustee, the trustee here and tuties conferred upon any trustee here made or appointed hereunder. Rach such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to the trust deed and its place of record, which, when recorded in the office of the trust deed and its place of record, which, when recorded in the office of the strust deed and its place of record, which, when recorded in the office of the trust deed and its place of record, which when recorded in the office of the structure 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 brought by the trustee.

12. This deed applies to, hures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and sasigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary neren. In construing this deed and whenever the context so requires, the maculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

	Marcal Marcal Control of the Marcal	and seal the day and year first above writte
	1 De	uglas C. Crawfords (SEA
STATE OF OREGON Sa. Sa.	. No	ryen M. Cramford (SEA)
THIS IS TO CERTIFY that on this do Notary Public in and for said county and state, p	ersonally conserved the with	, Doloto IIIe, the undersigned,
DOUGLAS C. CRAWFORD and M	MKILIN M. CRAWFOR	D, husband and wife
- A County	tot the uses and purposes therein	the foregoing instrument and acknowledged to me the expressed.
IN TESTIMONY WHEREOF, I have herounto set	my hand and affixed my netarial	seal the day and year last above written.
	Kui	v (), , , , ,)
(SEAL) 1 (40) (10)	Notary Public i My commission	or Oregon expires: 5-14-80
		tole transfer with the contract the property
Loan No.		STATE OF OREGON Ss.
TRUST DEED		County of Klamath . } ss.
		I certify that the within instrument was received for record on the 9th
	(DON'T USE THIS	day of NOV 19 76
	SPACE: RESERVED FOR RECORDING	at 10; 14 o'clock A. M., and recorded
TO Grantor FIRST FEDERAL SAVINGS &	LABEL IN COUN. TIES WHERE USED.)	in book <u>M 76</u> on page <u>17783</u> Record of Mortgages of said County.
LOAN ASSOCIATION Beneficiary		Witness my hand and seal of County affixed.
After Recording Return To:		LINE D. GITTAGE
FIRST FEDERAL SAVINGS		Will D. MILNE County Clerk
540 Main St. Klamath Falls, Oregon		Bildon P. Dan
and the state of t	FEE \$ 6.00	Deputy
		tion to restrict and a contest being
REQU	est for full reconve	YANCE

To be used only when obligations have been paid.

TO: William Ganong....., Trustee

The undersigned is the legal owner and holder of all indebledness 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 togother 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

100 First Federal Savings and Loan Association, Beneficiary

