

22050

TRUST DEED

18909

Vol. 76 Page

THIS TRUST DEED, made this 22nd day of November, 1976 between
ARTHUR F. TRNKA, a married man and JAMES R. TRNKA, a single man
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 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 16, Block 13, HOT SPRINGS 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.

which each described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, 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 of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$ 7,500.00), Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ 67.50 commencing December 15, 1976.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter to the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note or notes. 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, and any said notes may be elect.

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

The grantor covenants and agrees to pay said note according to the terms thereof, and, when due, all taxes, assessments and other charges levied against said premises, to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction hereafter constructed, on said premises, within six months from the date hereof or the date of completion of the building, after the same have commenced; to repair and restore the same in good workmanlike manner any building or improvement on said premises which may be damaged or destroyed, and pay, and cause to be paid, the cost of such repairs and restoration; to keep said property at all costs insured throughout; to allow beneficiary to remove any work or materials unsatisfactory to him within fifteen days after written notice from beneficiary of such fact; not to remove or destroy any building or improvements now hereon constructed on said premises; to keep all buildings, property and improvements hereon erected upon said premises in good repair and to commit or suffer the same to be repaired; to keep all buildings, property and improvements hereon erected upon said premises; to keep all buildings, property and improvements hereon erected upon said premises continuously insured against the lowest rate of fire and theft insurance obtainable by the beneficiary; to require, by fire or other hazards as the beneficiary may demand, that the insurance policy or policies be placed in the name of the principal obligor, or his wife or hereafter erected on said premises continuously insured against the lowest rate of fire and theft insurance obtainable by the beneficiary; to maintain and to deliver the original policy of insurance in correct form and condition to the beneficiary; to cause the beneficiary to be named in the approved loss payable clause in favor of the beneficiary in the loss premium paid, to the principal obligor, in the policy of insurance; if fifteen years after the date of this trust deed, the beneficiary at his own discretion obtain insurance for the benefit of the beneficiary, the insurance said policy of insurance is not so tendered, the beneficiary may in his own discretion obtain insurance for the benefit of the grantor during the full term of the policy thus shall be non-cancelable by the grantor during the full term of the policy thus

28. 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 the beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments or other charges due and payable with respect to said property within each succeeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect; and the sums so estimated and directed by the beneficiary, this trust deed is hereby credited to the principal of the loan until required for the such purposes thereof and shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the sums so paid may be held by the beneficiary in trust as a reserve account, without interest, to pay said premiums, taxes, assessments or other charges when they shall become due.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest thereon, the premiums on all insurance policies upon said property and payments are to be made through the beneficiary upon said policy or policies as and when due. The grantor hereby authorizes the beneficiary to pay the same, and to receive the proceeds of any and all policies thereon, and any and all taxes, assessments and other charges levied or assessed against said property in the amounts as shown by the statements submitted by the collector of such taxes, assessments or other charges, and to pay the same to the insurance carriers or their representatives, and to charge said amounts against the amount of the proceeds of the policies, and to be repaid from principal of the loan or to withdraw the same from the reserve account of the reserve fund, or from any other source, at the discretion of the beneficiary responsible for failure to have any insurance policy, and for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized to execute any and all necessary documents, and to execute any and all assignments of any insurance policy, and the beneficiary hereby is authorized to execute any and all assignments of any insurance policy, and to apply any proceeds of any insurance policy to the satisfaction of the obligations secured by this trust deed. In such insurance proceeds the beneficiary is authorized to apply the same to the satisfaction of the obligations secured by this trust deed, and to apply the same to the satisfaction of the obligations secured by this trust deed, and to apply the same to the satisfaction of the obligations secured by this trust deed.

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the 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.

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 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 trust 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 premises as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, the costs of the other costs and expenses of the trust and attorney's fees actually incurred; in connection with the execution of this instrument and the carrying out of the trust to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary; to pay all costs and expenses, including such as may be fixed by the court, in any such action or proceeding to enforce the terms of this instrument; and to pay all costs and attorney's fees in a suit which the beneficiary or trustee may appear in and any suit brought by the beneficiary to foreclose this deed, and all said sums shall be secured by this trust.

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 further statements of account.

Further statements of account

[illegible]

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 endorsement (in case of full reconveyance, for cancellation), without affecting the validity of said deed or note, the trustee may:

- (a) liability of any person for the payment of the principal of said property;
- (b) join in granting consent to the sale, lease, mortgage, conveyance, assignment, gift, release, reservation or other agreement affecting this deed or the lien or charge hereon; or
- (c) reconvey or otherwise warranty, all or any part of the property or persons legally entitled thereto;" and the contents therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until the performance of any agreement herein provided for, grantor shall have the right to collect the rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver, to be appointed by the court, take possession of the property and of any real property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including the right to enter upon and apply the same to the satisfaction of the debt secured hereunder, and to operate and collect, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order

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4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale 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.

6. 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 agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee 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 may pay the entire amount then due under this trust deed and 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 \$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.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale 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 sale by public announcement 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 so sold, but without any covenant or warranty, express or implied. The recitals 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 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 liens subsequent to 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 successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk 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 brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgees of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine 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.

Arthur F. Trnka (SEAL)

James R. Trnka (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 23 day of November, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named ARTHUR F. TRNKA, a married man and JAMES R. TRNKA, a single man to me personally known to be the identical individual(s) named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) Robert A. Tucker
NOTARY PUBLIC

Robert A. Tucker
Notary Public for Oregon
My commission expires: 10-13-78

<p>Loan No. _____</p> <p style="text-align: center;">TRUST DEED</p> <p>_____</p> <p style="text-align: center;">Grantor</p> <p style="text-align: center;">TO</p> <p style="text-align: center;">FIRST FEDERAL SAVINGS & LOAN ASSOCIATION</p> <p style="text-align: center;">Beneficiary</p> <p>After Recording Return To:</p> <p style="text-align: center;">FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon</p>	<p>STATE OF OREGON } ss. County of Klamath</p> <p>I certify that the within instrument was received for record on the <u>23rd</u> day of <u>NOVEMBER</u>, 19<u>76</u>, at <u>3:50</u> o'clock <u>PM</u>, and recorded in book <u>M. 76</u> on page <u>18909</u> Record of Mortgages of said County.</p> <p>Witness my hand and seal of County affixed.</p> <p style="text-align: center;">WM. D. MILNE County Clerk</p> <p>By <u>Hayden J. J. J.</u> Deputy</p> <p style="text-align: center;">FEE \$ 6.00</p>
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REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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 same.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19____

by _____