

1976, between
THIS TRUST DEED, made this 1st day of December 1976, between
LLOYD E. MC CLURE AND CATHERINE M. MC CLURE, 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 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 in Block 2 of RIVER RANCH ESTATES, Klamath 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, water 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 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 **THIRTY SIX THOUSAND AND SIXTY EIGHT DOLLARS**, \$36,068.00, Dollars, with interest thereon according to the terms of a promissory note or even date herewith payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of **\$284.25**, commencing

This trust deed shall further secure 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 above described property, as may be evidenced by a 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, provided that no note may be paid in part only.

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.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premium while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the property was purchased or the beneficiary's original appraisal value of the property at the time it was made, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note the obligation secured hereby on the date installments on principal and interest are due, an amount equal to 1/12 of the taxes, assessments, and other governmental charges payable with respect to said property within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect as trustee and directed by the beneficiary. Beneficiary shall pay to the trustee interest on said amounts at a rate not less than the highest rate authorized to be charged by banks or their open in stockbook accounts minus 3 1/4% if such a rate is less than 16%, the rate of interest paid shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly by the grantor by crediting in the escrow account the amount of the interest due.

While the grantor fails 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 and also to pay premiums on all insurance policies upon said property, and any amounts due thereon, the grantor agrees to pay such taxes, assessments and other charges levied or assessed against said property to the beneficiary, as aforesaid. The grantor further agrees that the amount so paid by him to the beneficiary shall be deducted from the principal sum due to the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statement or statement thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premium in the amount shown on the statement furnished by the insurance carriers or their representatives, and to withdraw the sum which may be required from the reserve account if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage resulting from a defect in any insurance policy and the beneficiary hereby is relieved in the event of any loss, to compromise and settle with any insurance company and to apply such insurance receipts upon the obligations accrued under this trust deed. In computing the principal sum due to the beneficiary, the amount due to the beneficiary in full upon sale or other

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 is not protected against assessments, insurance premiums and other charges, it is agreed that 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, in its option, carry out the same, and all its expenditure therefor, shall be a charge and 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 deed. In connection therewith, 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

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 instrument, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enacting this obligation, and trustee's and attorney's fees actually incurred by the trustee in defending any action or proceeding purporting to affect the property hereof or the rights or powers of the beneficiary or his heirs and to pay all costs and expenses, including cost of evidence and attorney's fees in a reasonable sum to be fixed by the court in any such action or proceeding if which the beneficiary or trustee may appear and in any suit brought by the beneficiary to foreclose this deed, and all and sundry sums shall be secured by the 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 any further statements of account.

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, appear 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 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 beneficiary in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees necessary to be paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness accrued hereby; and the grantor agrees at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary.

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 discharge, payment of any amount due thereon, for cancellation, without affecting liability of any party, or for the payment of the indebtedness, the trustees may make any survey, or the making of any map or plat of said property; (b) join in grant and enactment or creating any and restriction thereon, (c) join in any indenture or other agreement affecting this deed or the item or items described therein, without warranty, all or any part of the property. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto," the recitals therein of name or names or facts shall be conclusive proof of title.

truthfulness thereof. Trustee's fees for any
shall be \$5.00.

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. If
grantor shall default in the payment of any indebtedness secured hereby or
the performance of any agreement hereunder, grantor shall have the right to
elect all such rents, issues, royalties and profits earned prior to default as
become due and payable, and any and all debts by the grantor hereunder, the
beneficiary may attach them without notice, either in person, by agent or by
counsel, or be appointed by a court, and without regard to the adequacy of
any claim for the indebtedness hereby secured, enter upon and take possession
of all property, or any part thereof, in its own name sue for or otherwise collect
the rents, issues and profits, including those past due and unpaid, and all
the same, less costs and expenses of operation and collection, including
able attorney's fees upon any indebtedness secured hereby, and in such case
as the beneficiary may determine.

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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 such form supplied it with such personal information concerning the purchase as would ordinarily be required of 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 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 or otherwise, and deliver 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 an-

nouncement 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, whose 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 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 payment made 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 liens to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the wife and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed, however, 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.

Lloyd E. Mc Clure (SEAL)

Catherine M. Mc Clure (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 1st day of December 1976 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

LLOYD E. MC CLURE AND CATHERINE M. MC CLURE, Husband and Wife

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.

Notary Public for Oregon 11-12-78
My commission expires:

(SEAL)

Loan No. _____

TRUST DEED

Grantor

TO

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St. 99435.6
Klamath Falls, Oregon

TEE \$ 6.00

(DON'T USE THIS
SPACE! RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 1st day of December 1976, at 3:33 o'clock P.M., and recorded in book M 76 on page 19306 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE County Clerk

By Hazel Dugay Deputy

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 trust deed.

First Federal Savings and Loan Association, Beneficiary

by _____

DATED: 19