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EDDIE L. WILCHER and HAZEL L. WILCHER, and LEE M. CANTWELL and GLORIA L.

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 23 in Block 71 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON. All that portion of Lot 22 in Block 71 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, described as

Beginning at an iron pin on the line common to Lots 22 and 23, said Block 71, said pin being 37.5 feet along the line common to said Lots 22 and 23 from the Southeasterly corner of said Lot 22; thence North 30 51' West 21.0 feet; thence North 86° 09' East 13.58 feet; thence South 37° 39' West along a line common to said Lots 22 and 39' West along a line common to said Lots 22 and 23 a distance of 28.04 feet to the point of beginning.

ALSO: Lot 24 in elock 71 BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

which said 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 appearances, equipment and fixtures, together with all awaings, ventilating, and considering, ventilating, are repeated by the property of securing and line described premises, including all interest therein which the granter has or may hereafter acquire, for the purpose of securing performance of each agreement of the granter herein contained and the payment of the sum of politics and No/100 and Four Hundred.

sech agreement of the grantor herein contained and the payment of the sum of Dollars and No/100 servers are supported by the grantor principal and interest being payable in monthly installments of \$560.52 commencing of the terms of a promissory note of even date horawith provable to the beneficiary of the payment of such additional money. If any, as may be louned hereafter by the beneficiary to the grantor or others againg an interest in the above described property, as may be evidenced by an interest in the above described property, as may be evidenced by an ore than one note, the beneficiary may cedit 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 elect.

The grantor hereby covenants to and with the trustee and the beneficiary received in the said premises and property conveyed by this trust deed are fee and carr of all encumbrances and that the grantor will tank heirs, accurate 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 against the claims of all persons whomsover.

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 property; to keep said property free construction and premises within an course of construction said property; to keep all property free months from the date encumbrances having presented one over this trust deed; to complete all buildings months from the date one of the construction is hereafter commenced on the free construction is hereafter commenced and pay when the property who do workmanlike manner any building and property the construction is a construction and property of the construction is a construction of the construction of the construction is a construction of the c

In order to provide regularly for the prompt payment of said taxes, essessions or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and a principal and interest payable under the distinct to the monthly payments of principal and interest payable under the distinct to the monthly payments of other charges due and payable with respect to the note or obligation secured other charges due and payable with respect to the note or obligation secured other charges due and payable with respect to the note of the insurance promiums payable with respect to said property within each succeeding twelve months, and also one-thirty-such doubt) of the insurance promiums this trust deed remains in effect, as estimated an aucocading three years while such as the second payable with respect to said property within each succeeding three years while such as the second payable. The principal of the second payable with the payable of the principal of the second payable with the payable of the principal of the second the option of the beneficiary, the sums on the payable of the payable.

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premiums, taxes, assessments or other energies when they small become one and parable.

While the granter 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 been interest and also to pay premiums on all insurance policies upon said property, such payments and to be made through the beneath of the payment of the pa

Should the grantor fall 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 ashall 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 property as in its sole discretion it may deem necessary or advisable.

property as in its soic discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting and property; to pay all costs, the other states of this trust, including the cost its agrees of this trust, including the cost its connection, it is or in enforcing the and expenses of the truster incurred its connection, it is or to appear in and obligation, and trustee's and attorney's connection, the control of the security hereof or the right any action or proceeding purporting to the control of the security hereof or the right property of the beneficiary or trustee; some some sum to be fixed to see the security in any such action or proceeding to which the beneficiary or trustee and appear and in any suit brought by hence the security to foreclose this deed, and all said sums shall be secured by this trust deed.

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:

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, repeat in the right to commence, or to make any compromise or actitement in common any action or proceedings, or to make any compromise or actitement in common with such as a compensation for such taking, which are in excess of the amount payable as compensation for such taking, which are in excess of the amount of the repeated by the grantor in atternation and attorney's fees necessarily paid or incurred by the grantor in atternation to the costs and expenses and attorney and attorney does necessarily paid or incurred by the standard proceedings, and the balance applied upon the indebtedness should hereby; and the grantor agrees, as its own expense, to take such actions and execute such instruments as chall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

no necessary in occasing such compensation, presuper, upon the benerequest.

2. At any time and from time to time upon written request of the beneficiary, parent of its fees and presentation of this deed and the note for endictarger of the second o

shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these traits all rents, issues, royalites and profits of the property affected by this traits all rents, issues, royalites and profits of the property affected by this to the most of any personal property located economic of any agreement of any indebtedness secured economic of any agreement of any indebtedness secured the performance of any agreement of any indebtedness secured the profits of a continuation of a contin

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6. 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 segreement, required the beneficiary may declare all sums secured hereby immediately due to the payment of the true of the critical control of default and election to the true property, which notice trustee shell cause to be duly filed for record and election to sell, the beneficiary shall depend with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees that 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 the Trustee for the Trustee's sale, the grantor or other person illeged may pay the entire amount then due under this trust deed colligations accured thereby (including costs and expenses actually inconforcing the terms of the obligation and trustee's and attorney's exceeding \$50.00 canh, other than such portion of the principal as we then be due had no default occurred and thereby cure the default.

not tren 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 follow the recordation of said notice of default and giving of said notice of said, it reactes that said notice of said, it is the said not of said, it is the said not of said, it is the said not of said, either as a whole of the said not of said, and in such order as he may turnine, at public autoint to the highest baries, and in such order as he may furnine default of said property by public announcement at law ones also of all any portion of said property by public announcement at law of the said by public and from time to time thereafter may postpone the said by public of the said of the said

9. When the Trustee cells pursuant to the powers provided herein, trustee shall apply the proceed of the trustees and as follows: (1) the expenses of the size needed by the compensation of the trustee, as reasonable charge by the attorney, from the obligation secured by trust deed, (3) Fo all persons having roots of the trustee the control of the process of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the trust deed as their interests of the trustee in the

10. For any reason permitted by law, the beneficiary may from time t time appoint a successor or successors to any trustee named herein, or to an successor trustee occasion of successors to any trustee named herein, or to an successor trustee occasion the hereunder. Upon such appointment and without conveyance to the successor trustee the intermediate that is the power and duties conferred upon any trute natter shall be vested with all title, power and duties conferred upon any trute and the position of the successor trust and substitution shall be made of the protect of the county of conditions of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

12. This deed applies to inures to the benefit of, and binds all pa hereto, their heirs, legates devisees, administrators, executors, successors assigns, the term "beneficiary" shall meak the holder and owner, including the continuing this deed and whenever the not named as a benefit north, and the colling gender includes the feminine and/or neuter, and the singular number colline plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day, and year first above written STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this _day of_ December 1976 , before me, the undersigned, a Notary Public in and for oald county and state, personally appeared the within named EDDIE I. WILCHER, HAZEL L.

WILCHER, LEE M. CANTWELL and GLORIA L. CANTWELL to me personally known to be the identical individuals... named in and who executed the foregoing instrument and acknowledged to me that theyexecuted the same freely and volunturily for the uses and purposes therein expressed.

IN TESTINONY WHEREOF, I have hereunto set my hand and affixed my natural seal the day and year last above written. Notary Public for Oregon
My commission expires: /0-/3-78

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TRUST DEED

WILCHER CANTWELL

to the state of th FIRST FEDERAL SAVINGS &

LOAN ASSOCIATION Beneficiary

FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon ana 1955 ana

STATE OF OREGON) ss. County of Klamath

I certify that the within instrument was received for record on the 30th day of December , 19 76, at 3:55 o'clock PM., and recorded in book M76 on page 20931 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

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remoraphisms down at

in them in the pro-

THE PRINT AND

TO: William Ganona...

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 add trust deed or pursuant to stands, 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 First Federal Savings and Loon Association, Beneficiary