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## Shopp, K.

A-27625 01-10519 TRUST DEED 23716

129 Val. AM Page

THIS TRUST DEED, made this 3rd day of January 19...77 , between BETTY C. EASTMAN

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 salo, the property in Klamath County, Oregon, described as:

Lot 28 of LAMRON HOMES, according to the official plat thereof on file in the office of the County Clerk of 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, tenoments, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating, ventian lating, air-conditioning, rafrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, ventian blinds, floor 

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantow 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, as the beneficiary may elect.

The grants of hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his here it the claims of all precomb whomesever.

executors and administrators shall warrach and defead his sold tills therefor against the claims of all persons whomsorver. The grantor covvenants and agrees to pay said note according to the terms whomsorver is a service of the se

obtained. That for the purpose of protding regularly for the prompt payment of all taxes, assessments, and governmental charges level or assessed against the above described pro-perty and insurance premium while the indubtedness secured hereby is in excess of 80 % of the lesser of the original purchase price paid by the grantor at the time the losen was made or the beneficiary's original appraisal value of the property at the time the losen 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 or obligation secured hereby on the date installments on principal and interest are payable an amount equal to 1/12 of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said arounds at a rate not less than the lightest rate authorized to be paid by banks on their open passbook accounts minus 3/4 of 1%. If such rate is less than 4%, the rate of interest paids shall be 4%. Interest shall be yound on the areing less that the second monthly balance in the accounts and shall be paid quarterly to the grantor by crediting to the carce account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges letted or ascessed against said property, or any part thereaf, before the same begin to beer interest and also to pay premiums on all insurance policies upon said property, such pay-ments are to be made through tub beneficitary, as adversaid. The grantor hereby authorizes its beneficiary to pay any and all taxes, assessments and other charges letted or imposes against said properly in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts schown on the statements submitted by the insurance carrier or their rep-resentatives and to withdraw the sum swhich may be required from the reserve account, if any, established for that purpose. The grantor arcser in no evert to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized. In the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations accoured by this fusts deed. In computing the amount of, the Indebledness for payment and satisfaction in full or upon sale or other

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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 for taxes, assessments, insurance premums 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 pail within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation setured hereby.

Should be retroy. Should the grantor fail to keep any of the foregoing covenants, then the heneficiary may at its option carry out the name, and all its expenditures there-for shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be accured by the line 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 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 costa, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the truster incurred in connection with or 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 accur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brough by bene-ficiary to foreclose this deed, and all said sums shell 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 emiaent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any ac-tion 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 re-quired 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 first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and instruments as shall be 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 bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of fuil reconveyance, for cancellation), without affecting the clubility of any person for the payment of the indebtedness, the trustee may (a) consect to the making of any map or plat of said property; (b) join in granting any casement or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warraity, all or any part of the property. The grantee in any reconvery, ance may be described as the "person or porsons legally entitled thereto" and the reclust thereto. Trustee's fees for any of the services in this paragraph shall be \$2.00.

anali be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perty affected by this deel and of any personal property incated thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to col-lect all such rents, issues, royalites and profits earned prior to default as they become due and payahle. Upon any default we the iout regard to the a

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4. The entering upon and taking possession of said property, the collect uch reats, issues and profits or the proceeds of fire and other insurance or compensation or awards for any taking or damage of the property, application or release thereof, as aloresaid, shall not cure or waive any or notice of default hereunder or invalidate any act done pursuant notice. nd and de-

5. The grantor shall notify beneficiary in writing of any sale or for sale of the above described property and furnish boneficiary supplied its with such personal information concorring the purchas i ordinarily be required of a new ioan applicant and shall pay benef vice charge.

Service cusings.
6. Time is of the essence of this instrument and upon default by the anto in payment of any indebtedness secured hereby or in performance of any recement hereunder, the beneficiary may declare all sums secured hereby inrement hereunder, the beneficiary to the trustee of written notice of default declately due and payable by delivery to the trustee of written notice of default declated and exclusion to sell the trust property, which notice trustee shall cause to be by filed for record. Upon delivery of said notice of default and election to sell, tes and documents evidencing expenditures secured hereby, whereupon the ustees shall fix the time and place of sale notice thereof as then guired by law. docum all fix law.

7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so obligations secured thereby (including costs and expenses actually incurred enforcing the terms of the obligation and trustee's and attorney's fees exceeding \$50.00 each) other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

nouncement at the time fixed by the preceding postponement. The trustee deliver to the purchaser his deed in form as required by law, conveying the perty co sold, but without any covenant or warranty, express or implied recitais in the deed of any matters or facts shall be conclusive proof o truthfulness thereof. Any person, excluding the trustee but including the gr and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the said. 9. When the Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the trustee's sale as follows: (1) the expenses of the sale including the compensation of the trustee, an reasonable charge by the ationucy, (2) To the obligation secured by trust deed. (3) To all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interests appear in order of their priority. (4) The surplus, if any, to the grantor of the t deed or to his successor in interest entitled to such surplus.

deed or to his successor in interest entities to such surplust 10. For any reason permitted by law, the beneficiery may from t time appoint a successor or successors to the trustee named herein, or successor trustee appointed hereinder. Up only trustee named herein, or successor trustee appointed hereinder, up only one happointement and witho and duties conferred upconstruction there hand by vested with all title, and duties conferred upconstruction shall be made by written instrument e such appointed hereinder in the office of the county clerk or recorder record, which with recorded in the office of the county clerk or recorder county or counties in which the property is situated, shall be conclusive p proper appointment of the successor trustee.

II. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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 e party univers such action or proceeding is brough by the trustee.

price unress such action or proceeding is brought by the trustee. 12. This deed applies to, hurres to the benefit of, and blads all parties hereto, their heirs, legatess deviness, administrators, executors, successors and asigns. The term "beneficiary" shall mean the holder and owner, including pleukee, of the note accured herephy, whether or not nemed as a beneficiary herein. In construing this deed and whenever the context so requires, the mas-culates the plural.

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

Berty C. Coastra (SEAL) (SEAL) STATE OF OREGON BS. County of Klamath THIS IS TO CERTIFY that on this 3RD day of 19 77, before me, the undersigned, a Tanuary Notary Public in and for said county and state, personally appeared the within named.... BETTY C. EASTMAN to me personally, known to be the identical individual ..... named in and who executed the foregoing instrument and acknowledged to me that she were and purposes therein expressed. IN TEXTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written Kount A. Turc Notary Public for Oregon My commission expires: 10-13-78 ......  $\left. \begin{array}{c} \text{STATE OF OREGON} \\ \text{County of Klamath} \end{array} \right\} \text{ ss.}$ TRUST DEED I certify that the within instrument was received for record on the 4th day of January , 1977, at 10:48 o'clock A M., and recorded in book M77 on page 129 市会に (DON'T UBE THIS SPACE; RESERVED FOR RECORDINC LABEL IN COUN-TIES WHERE USED.) Record of Mortgages of said County. 185 то FIRST FEDERAL SAVINGS & Witness my hand and seal of County 1 LOAN ASSOCIATION affixed. Wm. D. Milne Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS County Clerk 540 Main St. Deputy Klamath Falls, Oregon Fee \$6.00 100 600 100 23.2 Soyaze (zjeje začel) :01) **与**有意味着自己的。这个意思。我们 AL. REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by sold 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 is and trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now hold by you under the same TO: William Ganong. 19.1 First Federal Savings and Loan Association, Beneficiary DATED: T.M. Jal a line that S. B. A Contraction 19 - Siry 

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