under the laws of the United States, as beneficiary:

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TRUST

134

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19. 76 | between THIS TRUST DEED, made this 30they of December JOE A. SHOTWELL and SHIRLEY A. SHOTWELL, 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

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:

(See attached)

which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now or

This trust deet shall further secure the payment of such additional money, as may be loaned hereafter by the beneficiary to the granter or others ring an interest in the above described property, as may be evidenced by a or notes. If the ladebtedness secured by this trust deed is evidenced by re than one note, the beneficiary may credit payments received by it upon of said notes or part of any payment on one note and part on another, the beneficiary may elect.

The grantor 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 heirs, utors and administrators shall warrant and defend his said title thereto not the claims of all persons whomsoever.

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 property; to keep said; to complete all buildings in course of construction or the description of the date construction is hereafter commenced; to repair and restore promptly and in good workmanitike manner any building or improvement on said property which may be damaged or destroyed and pay, when due to costs incurred therefor; to allow beneficiary to inspect and unsufficiently times during construction; to replace any work or from beneficiary of such beneficiary within filteen days after any work or from beneficiary of such beneficiary within filteen days after any work or from beneficiary of such fact; not to remove or destroy any unitary to inspect and unsufficiently of such restrict on a said property in good repair and to commit or suffer show or hereafter event of and promises; to keep all buildings and improvements now or hereafter event of and promises; to keep all buildings, property and improvements by fire or such other hazards as the beneficiary may from time to time required in a sum not less than the original principal sum of the note or ologation. In a sum not less than the original principal sum of the note or ologation in a sum not less than the original principal sum of the note or ologation in a sum not less than the original principal sum of the note or ologation. In a sum policy of insurance. If all taxes of the heneficiary that the day of the property of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance to the benefit of the beneficiary, which insurance shall be non-cancellable by the grantor during the full term of the policy thus obtained.

shall be non-cancellable by the grantor during the full term of the policy thus obtained.

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 non-party and insurance premium while the indebtedness recurred havely is time the 180 %, of the lesser of the original purchase price paid by the grantor that the the land was made or the beneficiarly's original appraisal value and principal and interest payments of the principal and interest payments of the principal and interest payments of the note or obligation secured hereby on the date installable payments of the note or obligation secured hereby on the date installable payments and allowed the payments of the note or obligation secured hereby on the date installable payments and allowed the payments of the note or obligation secured hereby on the date installable payments, and other charges due and payable with respect to anid property within each succeeding 12 months and also 1/30 of the insurance premium ayable with respect to and property within each succeeding three years while this Trust Reed is in effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor interest on said amounts at a rate not less than the highest rate authorized to be paid by banks on their open passbook account minus 3/3 of 1 %, if such rate is less than 4%, the rate of interest paid shall be 4%. Interest shall be computed on the account and shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest due.

While the grantor is to pay any and all taxes, assersments and other charges lexical or assessed against said property, or, any part, thereof, before the same begin to hear interest and also to pay premiums on all insurance policies upon said property, such appears are to be made through the henfeltary, as aforesaid. The grantor hereby authorizes 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 sattements thereof furnished of the collector of such taxes, assessments or other charges, and to pay the numerical control of the collector of such taxes, assessments or other charges, and to pay the numerical control of the representatives and to withdraw the sums which may be required on the representatives and to withdraw the sums which may be required on the representatives and to withdraw the sums which may be required on the reserve account, fany, established for that purpose. The grantor agrees in no cent to hold the beneficiary responsible for failure to have any insurance written of for the property of the pr

The beneficiary will furnish to the grantor on written request therefor an annul 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 is 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, expresses 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 heneficiary in such proceedings, and the balance applied upon the indebtchess secured hereby; and the grantor served at its own expense, to take such actions and execute such instruments as shall necessary in obtaining such compensation, promptly upon the beneficiary's request.

and the heneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the trustee's aste as follows: (1) the expenses of the sale including the promonantion of the trustee, am reasonable charge 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 granter 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 appoint a successor or successors to any trustee named head without

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 sate under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a marry unless such action or proceeding is brought by the trustee.

IN WITNESS WHEREOF, said granior na	s hereunto set his hand a	nd seal the day and year first above written
	(/00	A Stutureto (SEA)
	///	
	She	rley a. Shotcull (SEA
ATE OF OREGON BS.		
THIS IS TO CERTIFY that on this 30 day o		, 19.76, before me, the undersigned,
cary Public in and for said county and state, person JOE A. SHOTWELL and SHIRLEY	nally appeared the within named A SHOTWELL, hu	sband and wife
ne necessarily known to be the identical individuals	named in and who executed	the foregoing instrument and acknowledged to me to
the 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.
	Ko. 3	= 1 7,00,-
2/10/00/12	Notary Public fo	
ALL	My commission	expires: 10 -(3-78
CA CARRIAGE		
		STATE OF OREGON)
oan No. (- C)		County of Klamath ss.
TRUST DEED		
IRUSI DELL		I certify that the within instrumen
		was received for record on the
		day of, 19
	(DON'T USE THIS	ato'clock/M., and recorded
	SPACE: RESERVED FOR RECORDING	in bookon page
Grantor	LABEL IN COUN- TIES WHERE	Record of Mortgages of said County.
FIRST FEDERAL SAVINGS &	USED.)	Witness my hand and seal of County
LOAN ASSOCIATION	병기 본을 살아보는	affixed.
Beneficiory		County Clerk
After Recording Return To:		
After Recording Return To: FIRST FEDERAL SAVINGS		하는 사람들이 나는 사람들이 되는 것이 되었다. 그는 첫 나는 사람들이 되었다.
After Recording Return To:		By Deputy

-	**********	Ganong Trusies	
TU:	William	Cattlend	

DATED:

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

				First	Federo	d Savi	ngs cm	d Loan	Asso	ciation,	Benef	iciary
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	그래, 등 하늘 생활 문에 그렇게 하고 있어요. 그런 하는 그는 말이 하늘 말을 하는 것이다는 생물이 말하다.	74% · 72	
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	136		
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West 319.3 feet; thence			
North 330 feet; thence		1 +	
East 319.3 feet to the point of beg		17	
Also, beginning at a point 319.3 fe Lot 16, Section 6, Township 3 Willamette Meridian; thence	5 South, Range 7 East of the		
South 165 feet; thence	California Highway: thence	TAXABLE PAR	A property of the property of
West 319.3 feet to East line of for	rmer Dalles-California Highway: thence		
North along East line of said high	way 105 feet; themes		
East 319.3 feet to the point of beg	ginning.	المنطقة الما	haday (ay) yarak disalay (a) ari mana
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STATE OF OREGON; COUNTY OF KLAMATH; ss.	4th day of		
I hereby certify that the within instrument was rece January A.D., 19 77 at 11:27 o'clock 134	A M., and duly recorded in Vol. M77		
of Mortgages on Page 134	WM. D., MILNE, County Clerk By Hazef Lineare Deputy		
FEE \$9.00	WIVI. D. WITCHE, Country Six	to a second second	
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FEE ***	By Press Deputy	1000 1000 1000 1000 1000 1000 1000 100	
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