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WITNESSETH

Lot 100, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, 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, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anyway 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 **TWENTY-FIVE THOUSAND, FIVE HUNDRED AND NO/100, -- (\$25,500.00)** Dollars, with interest thereon according to the terms of a promissory note made by the grantor to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ **201.35**, commencing

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, the claims of all persons whomsoever.

[illegible]

Trust. 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 loan was made or the beneficiary's original appraised value of the property at the time the loan 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 are due, the following amount: (a) the amount of 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 property within each succeeding 12 months; and (b) while this Trust Deed is in effect as estimated and directed by the beneficiary, Beneficiary shall pay to the grantor interest on said amounts at the rate of not less than the highest rate authorized to be paid by banks on said amounts, but not less than 3 3/4 of 1%. If such rate is less than 4%, 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 to the grantor by crediting to the escrow account the amount of the interest due.

[illegible]

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 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 his option add the amount of such deficit to the principal of the loan 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 the execution of the foregoing, 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 it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. He shall pay all costs and expenses of this trust, including but not limited to the cost of title search, as well as the reasonable compensation of the trustee incurred in connection with enforcing this obligation, and trustee's and attorney's fees actually incurred by him to appear in and defend any action or proceeding purporting to set aside or annul this deed hereof or the rights or powers of the beneficiary of this deed; and to pay all costs and expenses of the beneficiaries of evidence of title and attorney's fees in any action or proceeding brought by the beneficiaries of this deed, and to cause to be fixed by the court, in any such action or proceeding brought by the beneficiaries of this deed, the amount of the costs and expenses which the beneficiary or trustee may appear and in any suit brought by the beneficiaries of this deed 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 a
annual statement of account but shall not be obligated or required to furnish
further statements of account.

It is mutually agreed that

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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, or to defend any action or proceedings, or to make any compromise or settlement in connection with such taking and to require that all or any portion of the money received as compensation for such taking, which are in excess of the amount reasonably required to pay all reasonable costs, expenses and attorney's fees incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by the beneficiary to pay all reasonable costs and expenses and attorney's fees incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees at its own expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, promptly upon the beneficiary's

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 cancellation, without affecting the redemption of this deed, the trustee shall, at the request of the beneficiary, (a) consent to the making of any map or plat of said property; (b) join in any subdivision of the property; (c) execute any deed or mortgage of the property; (d) reconvey to the grantor or other person entitled to the property; (e) execute any release of the property; (f) execute any warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the property." The recitals therein of any instrument executed by the trustee shall be conclusive proof of the facts recited therein. Trustee's fees for any of the services in this paragraph shall be \$5.00.

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As to 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 property is sold, the beneficiary shall have the right to collect hereof, and if grantor shall default in the payment of any indebtedness secured hereby, or if the performance of any agreement made hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as against all such rents, issues, royalties and profits earned subsequent to default, as well as the principal 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 a court, and without regard to the adequacy or collection of the security herein provided, enter upon and take possession of the property and security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, and the same, including those past, due and unpaid, and apply the rents, issues and profits of the same, including those past, due and unpaid, to the payment of the principal and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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 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 as 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 pledgee, 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 including 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.

Florice M. Frank (SEAL)

(SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 15th day of February, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named FLORICE M. FRANK

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that she 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 official seal the day and year last above written.

(SEAL)

Harold V. Brown
Notary Public for Oregon
My commission expires: November 12, 1978

Loan No. _____	STATE OF OREGON } ss. County of Klamath
TRUST DEED	I certify that the within instrument was received for record on the <u>15th</u> day of <u>FEBRUARY</u> , 19 <u>77</u> , at <u>4:15</u> o'clock <u>P</u> M., and recorded in book <u>M 77</u> on page <u>2769</u> . Record of Mortgages of said County.
TO Grantor	Witness my hand and seal of County affixed.
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	<u>WM. D. MILNE</u> County Clerk
Beneficiary	<i>Harold V. Brown</i> Deputy
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	
(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)	
FEE \$ <u>6.00</u>	

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

by _____

DATED: _____, 19____

from coven