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## TRUST DEED

M 38-12208  
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THIS TRUST DEED, made this 8th day of March 1977, between GARY R. WELCH and STELLA B. WELCH, 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:

## The following described real property in Klamath County, Oregon:

A tract of land situated in Tract 22, GEINGER'S HOME TRACTS, a duly recorded subdivision, more particularly described as follows:

Beginning at the Southeast corner of said Tract 22; thence South 89°30' West (South 89°55' West by plat) 85.00 feet; thence North 00°30' West 190.26 feet to the Southwesterly right of way line of the Weyco Railroad (formerly O.C. & E. Railroad), said line also being the Northerly line of said Tract 22; thence South 67°00' East (South 67°15' East by plat) 94.14 feet to the Northeasterly corner of said Tract 22; thence South 152.73 feet to the point of beginning.

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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 pertaining 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 **HUNDRED TWO THOUSAND FOUR (\$32,400.00)** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary, or order and made by the grantor, principal and interest being payable in monthly installments of \$ 267.30 commencing April 15, 1977.

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 one or 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 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, his heirs, 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 and other charges levied against said property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings having their construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement said property, which may be damaged or destroyed and pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all times during construction to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; not to remove or destroy any building or improvement now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to make sufficient insurance upon all buildings, property and improvements now or hereafter erected upon said premises to insure against loss by fire or other hazards as the beneficiary may from time to time require, but less than the original principal sum of the note or obligation secured by this trust deed; to a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with premium paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such policy of insurance; said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance 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 on the above described property and insurance premium while the indebtedness secured hereby does not exceed \$8000 or the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appraisal 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 of obligation secured hereby on the date of instalments 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 property within each succeeding three years while this Trust Deed is in effect as estimated and paid by the beneficiary. Beneficiary shall pay to the grantor interest on said amounts at a rate less than the highest 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 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.

While the grantor 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 bear interest, he also to pay premiums on all insurance policies upon said property, such payment to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay all taxes, assessments and other charges levied or imposed against said property in the amount as shown by the statements thereof furnished by the collector, of such taxes, assessments and other charges, and to pay the insurance premium in the amount shown on the statements submitted to the insurance carriers of their representatives and to withdraw the sums which may be required from the escrow 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 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 such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or 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 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 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 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 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.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all other fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or relating to the obligation, and trustee's and attorney's fees actually incurred to appear and defend my action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including costs of evidence, legal 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 brought by the beneficiary 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:

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 a proceeding in its own name, appear in or defend any action or proceedings, or to make any arrangement 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 or are to be paid by the grantor 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 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 grantor 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 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 beneficiary, provide its fees and presentation of this deed and the note for endorsement (in case of full reconveyance for cancellation), without affecting the liability of any person for the payment of any part of the indebtedness, the trustee may (a) consent to the making of any map or plan of said property; (b) join in granting any easement or creating and restricting thereon; (c) join in any reorganization or other agreement affecting this deed or the lien or charge created thereby; (d) reconvey, without warranty, all or any part of the property. The grantor in any instrument, or the beneficiary, therein, of any matters or facts shall be conclusive proof of the indebtedness, trustee's fees for any of the services in this paragraph 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, until payment in full of the payment of any indebtedness secured hereby or in the event of default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as become due and payable, unless otherwise directed by the grantor, hereunder, the beneficiary may at any time without notice either to person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or cause to be collected the rents, issues, and profits, including those past due and unpaid, and apply the same, less costs 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.

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covenant shall  
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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 loss 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 general information concerning the purchaser as would normally 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 or part 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 the trust deed and all necessary notes and instruments evidencing indebtedness secured hereby, whereupon the trustees 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 expenses accrued 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 which 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 manner 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 as 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, without any covenant or warranty, express or implied, the truthfulness in the deed of any matter or fact shall be conclusive proof of the 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 recordable liens subsequent to the interests of the trustee in the trust deed in their interest 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 said 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 at 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 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 person hereto of pending sale under any other deed of trust or party, unless such action or proceeding is brought by the trustee.

12. This deed applies to trustees 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 considering this deed and whenever the context so requires, the masculine includes the plural.

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

*Gary R. Welch (SEAL)*

*Stella B. Welch (SEAL)*

THIS IS TO CERTIFY that on this 9th day of March 1977 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named GARY R. WELCH and STELLA B. WELCH, husband and wife to me personally known to be the identical individuals 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.

*Sylvil D. Clayton*  
Notary Public for Oregon  
My commission expires:

6-30-78

(SEAL)

Loan No. **TRUST DEED**

TO: **FIRST FEDERAL SAVINGS & LOAN ASSOCIATION**  
Grantor

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

STATE OF OREGON  
County of Klamath ss.

I certify that the within instrument was received for record on the 9th day of March 1977, at 3:40 o'clock P.M. and recorded in book M-77 on page 4023 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

*W.M. D. MILNE*

County Clerk

By *Jagiel Draszal* Deputy

FEE \$ 6.00

**REQUEST FOR FULL RECONVEYANCE**

To be used only when obligations have been paid.

TO: William Gamong, 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

DATED:

by

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