01-10596 m 27142 MT 3101 TRUST DEED VOI. 11 Page 4938

THIS TRUST DEED, made thisl6th day of March EARL D. NASH 77 between

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 The grantor irrevocably grans, bus-Min Klamath County, Oregon, described as: -

Lot 6 of Block 11, NORTH KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, 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, tanomonts, haraditaments, ronts, issues, profits, water rights, easements or privilages now or tagether with all and singular the appurtenances, tonoments, hereditaments, rents, issues, protits, water rights, easements or privileges new or hereafter belonging to, derived from or in anywise appartaining to the above described premises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awaings, ventian blinds, floor covering in place such as well-to-wall carpeting and lineleum, shades and built-in appliances new or hereafter installed in or used in connection covering in place such as well-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described preintses, including all interest therein which the grantor has or may hereafter installed in or used in connection performance of each agreement of the grantor herein contained and the payment of the sum of DDILARSUSAND NOT FOR THEINTRED. (s. 10, 300, 00 Dollars, with interest therein according to the terms of a promissory note of even date herewith, peyable to the menoty or order and made by the grantor, principal and interest being payable in monthly installments of s. ..., 92.70 commencing

This trust deed shall further secure the payment of such additional m if any, as may be loaned hereafter by the bandlelary to the grantor or c having an lotterest in the above described predictions of the grantor or c note or notes. If the indebtedness secured by this armay be evidenced more than one note, the beneficiary may credit payment decide is evidence any of said notes or part of any payment on one note and part on an to the beneficiary may elect. d by a liced by

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ore than one note, the beneficiary may credit payments received by it upon the beneficiary may elect.
The grantor hereby covenants to and with the trustee and part on another, the beneficiary may elect.
The grantor hereby covenants to and with the trustee and the beneficiary ere to clear of all encumbrances and that the grantor will and bleet and the state of all encumbrances and that the grantor will and bleet and encoded the said promises and part of any payments are state in that the said promises and part of any state and the beneficiary ere to clear of all encumbrances and that the grantor will and the there in that the said prometry free from and the charges level against dence over this trust deed; to complete all buildings in mbrances having pre-harcalter construction as and promises within six months from the date conce over this trust deed; to complete all buildings in mbrances having pre-harcalter construction is hereafter commenced; to repair anthe date out the date construction is hereafter commenced; to repair anthe date out on the date construction is hereafter commenced; to repair anthe date out of any present the state of the state of the state of property which date and against descroyed and pay, when due, all meficiary within fifteen days after written K or materials unsatisfactory to ast incurred therefor; to all annaged or destroyed and pay, when due, all meficiary within fifteen days after written K or materials unsatisfactory to ast of and premises; to keep all buildings, property and import state is a sum not less than the sa the beneficiary may from time to time require. A sum not less than the sa the beneficiary may from time to the beneficiary or the of and premises; to keep all buildings, property and insolved and all is a function of the principal poincy of companies acceptable to the bene-ciary, and to deliver the original policy of companies acceptable to the beneficiary and to deliver the original policy of companies acceptable to the beneficiary and to delive

all be non-cancellation by the granuor during the thir term of the pointy thus tained. — That for the purpose of providing regularly for the prompt payment of all taxes, essuents, and governmental charges leried or assessed against the above described pre-ty and insurance premium while the indichedness secured hereby is the tracess of 80 % of the lesser of the original purchase price paid by the grantor at the time the ion and essential purchase price paid by the grantor at the time the ion and essential purchase price paid by the grantor at the time the ion and essential of the lesser of the original purchase price paid by the grantor at the time the ion and a single section of the lesser of the original purchase price paid by the property at the time the ion and a single section of the property and the price of the lesser of the original purchase is a payble an amount equal hereby the fact in the interest payble with respect to said particle by the beneficiary. Description of the ion of the property of the part of the site is than the fight at a subole with respect to said proved is in tert as the site in one and all and the set is that the infine the grantor with each succeeding three senses while this Trust Decd is in tert as end and the one and the site is than the highest rate authorized to be pakiboned on the material shall be original shall be original distance of the set of anter payble is the interest the set of the set of the second and shall be paid quartery to the grantor by crediting the excross account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges is led sets and gainst and property, or any part thereof, before the same begin to bear set and to pay premiums on all instructe policies upon and property, not pay-beneficies upon any pay any and all laxes, assessments and other charges priority is and property. In the amounts as shown by the statement instructes of the state of the mate through the beneficiary, as aforesaid. The grantor hereby with pay-beneficies and property in the amounts as shown by the statement like of furnished by the tax of same taxes, assessments or other, charges, and to pay the insurance prepair its and property in the amounts are shown by the statement instruction for the rest of same taxes, assessments or other, charges, and to pay the insurance there introduces the sum which may be required from the reserve account withing for that purpose. The grantor agrees in no event to hold the boardicharg of any loss, to compromise and settle with any insurance company and to amply any insurance receipts upon the oblig-tions activity this trust deed. In computing the is of the indeledences for payment and satisfaction in full or upon sale or older

acquisition of the property by the beneficiary after default, any bilance remaining in the reserve account shall be credited to the indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charge is not sufficient at any bilance the payment of such charges as they become due, the sum of the beneficiary upon demand, and if not paid within ten days afts and be demand, obligation secured hereby. Such as the property of such charge of such charges are apprecised on the principal of the for shall there thereby. Such as the property may at its option carry out the time, the note, shall be represented for shall traw interest at the rate specified into the such as the represented for the time conclusion of demand and shall be secured in the note, shall be represented for shall property as in its sole discretion it may deem necessary or advised.

property as in its sole discrction it may deem necessary or advisable. The grantor further agrees to comply with all have, ordinances, regulations overnants, conditions and restrictions affecting said property: to pay all costs the other costs and expresses of the truster locared in Sector, as well as the other costs and expresses of the truster locared in the sector, as well as the other costs and expresses of the truster locared in the sector, as well as the other costs and expresses of othe truster locared in the other truster is and the sector as the sector of the sector as the sector as the sector of the s

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 so commence, prostoute in its own name, appear in or defend any ac-tion or proceedings, or the origin of the same any compromise or settlement in connection with payable as compensation for a for origins that if or any portion of the money's guired to pay all reasonable such taking, which are in excess of the amount re-or incurred by the gratuctor in any proceedings, shall be paid to the beneficiary and applied by it first upon any proceedings, shall be paid to the beneficiary balance applied upon the indebtednets accurate hereby; and the grantor agrees, at its own expense, to take such actions, promptly upon the beneficiary's request.

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anali be \$3.00. 3. As anditional security, grants hereby asigns to heneficiary during the continuance of these trusts all rents, issues, royalites and prefine of the pro-grants and the security grants and the security is a security in the perty affects in the payment of any increasing property located there. Until the performance and in the payment of any increasing property located there. Until the performance and the payment of any increasing property located there. Until the performance and the payment of any increasing property located there. Until the performance and paybalance and profits earned prior to default as the performance and paybalance and profits earned prior to default as the ficiary may at any time whout, and without regard to the adequacy of any security for the indebtedness hourd, and without regard to the adequacy of the rents, issues and profits, including those past due and unpaid, and apply able attorney's feet, upon any includences and unpaid, and apply able attorney's feet, upon any includences and collection, including reason-able there are a set and exponses and exponses and the payses and the payses and the same, less costs and exponses independences are upon and and exponses and as the beneficiary may determine independences are determed here and the payses and as the beneficiary may determine the same set of a solution and who applies and be added to added the pay able attorney's feet, upon any independences are determed here and the payses and pays as the beneficiary may determine the same is a solution and collection, including pays and the payses and paysing the area and pays and the payses and paysing the paysing the paysing the paysing the payses and paysing the paysing

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The entering upon and taking possession of said property, the collection rents, issues profile or the proceeds of fire and other insurance pol-compression and profile or the proceeds of fire and other insurance pol-lection or release thereof, any taking or diamage of the property, and issues of default hereunder or invaldate any act done purruant to

5. The grantor shall notify beneficiary in writing of any sale or con-tract 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.

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 fleged may pay the entire amount then due under this trust deed and colligations secured thereby (including costs and expenses actually incurred enforcing the terus of the obligation and trustee's and attorney's fees exceeding \$50.00 each) other thus such portion of the principal as would then be due had no default occurred and thereby cure the default.

8. After the lapse of such time has may there be equired by law follow the recordation of suld notice of default and giving of said notice of sale, trustee shall sell said property at the time and place fixed by him in said no of sale, either as a whole or in separate parely, and in such order as he may termine, at public auction to the highes parely, and in such order as being units of sale, and property by public associate may public associate the time of sale and property by public amountements at such time and place sale and from time to time thereafter may postpone she sale by public associate the time becauter may postpone the sale by public associate the sale by pu

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Bouncement at the time fixed by the preceding postpanament. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the pro-perty as sold, but without any coverant or warrantyr in molied the recitals in the deed of any matters or facts shall be conclusive prove of the truthidness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

d the beneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provided herein ustee shall apply the proceeds of the trustees asle as follows: (1) a expenses of the sale including the compensation of the trustee, as sonable charge by the ationroy (2). To the obligation secured by ust deed, (3) fo all persons having recorded liens subsequent to terrate of the trustee in the trust, deed as their interests appear in der of their priority. (4) The surplus, it any, to the granter of the ed or to his successor in interest entitled to such surplus. vided hereis,

deed or to his successor in interest entitled to such surplus. 10. For any reason pormitted by law, the beneficiary may from time to time appoint a successor or successor is on sy trustee named herein, or to any successor trustee appoints the there shall be vected with all tille, powers and duties conferred upon any trustee named or appointed hereunder. Kach such appointment and substitution shall be maded or appointed hereunder. Kach by the buncficiary, containing reference to this trust is marking the context of the courter or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

per appointment of the successor irrustee. 11. Trustee accepts this trust when this deed, duly executed and acknow-ged is made a public accerd, as provided by law. The trustee is not obligated notify any public accerd, as provided by law. The trustee is not obligated is action or proceeding in which the grantor, beneficiary or trustee shall be a ty unless such action or proceeding is brought by the trustee shall be a 12. This deed applies to, hurse to the benefit of, and blads all parties eto, their heirs, legates deviaces, administrators, executors, successors and given. The torm "beneficiary" shall mean the holder and owner, including liges, of the note secured hereby, whether or not named as a beneficiary and the notes the femiliane and/or neuter, and the singular number in-tes the plantel.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. D add nas (SEAL) STATE OF OREGON (SEAL) 85. County of Klamath 16 day of____ THIS IS TO CERTIFY that on this March ., 19.77., before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named... EARL D. NASH me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he executed, the same, freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have hereunic set my hand and affired my natarial seal the day

A DATA DE LA unt (SEAL) 0 Public for Oregon commission expires: 5-14-80 Note Mv LV. Loan No. STATE OF OREGON) SS. County of Klamath 化林林 TRUST DEED I certify that the within instrument was received for record on the ...24th day of <u>MARCH</u>, 1977, at 11; 30. o'clock A.M., and recorded (DON'T UBE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) in book M.77 on page 4938 100 Granto Record of Mortgages of said County. то FIRST FEDERAL SAVINGS & 1.12 Witness my hand and seal of County LOAN ASSOCIATION affixed. 1 Beneficiary Alter Recording Return To: FIRST FEDERAL SAVINGS WM. D. MILNE County Clerk 540 Main St. ву₽ las Klamath Falls, Oregon 0 Deputy FEE \$ 6.00 AND CONTRACT CONTRACTOR OF CONTRACT REQUEST FOR FULL RECONVEYANCE tite 🛫 1.07 The Roll of State Car, Trans. 199 To be used only when obligations have been paid. TO: William Ganona Trustee The undersigned is the legal owner and holder of all indebledness 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 indebledness secured by said trust deed (which are delivered to you herewith logelher 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 Sec. Sec. 18 First Federal Savings and Loan Association, Beneficiary DATED 3338 53755

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