

Loan #01-41183 KC/T A- 27962

29018

TRUST DEED Vol. 77 Page 7817

THIS TRUST DEED, made this 3rd day of

CHARLES M. HAGEN AND DE ANNA C. HAGEN, Husband and Wife

1977 between

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:

Lot 14 in Block 8 of 6th ADDITION TO SUNSET VILLAGE, 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 anywise 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-THREE THOUSAND, FIVE HUNDRED AND NO.00 (\$ 23,500.00 ) 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 \$ 233.00 commencing June 1 19 77

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 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 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 against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when called for, all taxes, assessments and other charges levied against said property; to keep said premises, buildings and improvements having precedence over this trust deed; to complete all buildings in process of construction hereof or the buildings constructed on said premises within six months from the date promptly and in good workmanlike manner commenced; to repair and restore said property which may be damaged or destroyed and pay, when improvement or repairs are required, the cost thereof; to allow beneficiary to inspect said property at all times during construction to remove or destroy any building or improvements now or hereafter constructed on said premises and to remove all buildings and improvements now or hereafter erected upon said property which are unsatisfactory to beneficiary; to keep all buildings and improvements now or to be constructed on said premises in good repair and to keep all buildings, property and improvements insured by fire or such other hazard as beneficiary may from time to time require, in a sum not less than the original principal sum of the note, and to maintain a fire and theft policy of insurance in correct form and with approved loss payable clause in the name of beneficiary; to maintain a fire and theft policy of insurance in the effective date of any such policy of insurance. If discretion obtain insurance for the benefit of the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, with the insurance policy non-cancellable by the grantor during the full term of the policy, and

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 property and insurance premiums payable under policies secured hereby in excess of 80% made by the grantor, the principal sum paid at maturity shall be applied at the time the loan was made to the beneficiary's original appraisal value of the property as follows: The grantor will pay to the beneficiary in addition to the monthly payments on the date installments on principal and interest terms of the note or obligation secured hereby on the taxes, assessments, and other charges due and payable with amount equal to 1/12 of the total amount due according to the schedule of payments provided for in said promissory note succeeding 12 months and also 1/30 of the insurance premium payable with effect as estimated and directed by the preceding three years while this Trust Deed Is In Interest on said accounts at a rate not less than the higher rate shall pay to the grantor 4%, the rate of interest on the account shall be 6%. 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 and also to pay premiums on all insurance policies upon said property, such payment to be made through the beneficiary, as aforesaid, the grantor hereby irrevocably appoints the beneficiary to pay, discharge and satisfy 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 or other charges, and to pay the insurance premiums resolutely and to withdraw the sums which may be required from the reserve account of any establishment to have the same. The grantor agrees in no event to hold the beneficiary responsible for failure to have the same. The grantor agrees in no event to hold the beneficiary out of a defect in any insurance policy, and the beneficiary agrees not to incur or apply for any loss, to compromise and settle with any insurance company not authorized, in the said 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 costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trust, and to pay the same in connection with enforcing this obligation, and trustee's and attorney's fees incurred in connection with enforcing and in defend any action or proceeding purporting to affect the title hereof, or the right or powers of the beneficiary or trustee; the incurred costs and expenses, including costs of defense of title and attorney's fees in any action or proceeding brought by the beneficiary or trustee, shall be secured by the beneficiary to foreclose this deed, and all said sums shall be secured by the beneficiary.

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:

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 cause the grantor to appear in his 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 so elects, to require that all or any portion of the money required for compensation for such taking, which are in excess of the amount required 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 compensation to be paid to the grantor, and the grantor, at its own expense, to take such actions and expenses and attorney's fees as shall be necessary in obtaining such compensation, promptly upon the receipt of the same.

[illegible]

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 so located thereon. Until the full payment of the amount of the loan of money to beneficiary, or until the grantor shall default in the payment of any indebtedness, or until the beneficiary shall default in the payment of any indebtedness, or until all such rents, issues, royalties and profits have been received by or collected for the beneficiary, grantor shall have the right to receive and become due and payable. Upon any default of the beneficiary in the payment of any indebtedness, or until the beneficiary may at any time without notice, either in person or by agent, or by attorney, be compelled by a court, and without regard to the adequacy of any security for the indebtedness, to sell or dispose of the property, or to pay, or to satisfy or perform, or any part thereof, in its debt, enter upon and take possession of the rents, issues and profits, including those past due and unpaid, and to collect the same, less the expenses of operation and collection, including reasonable attorney's fees, and expenses of the beneficiary, and in such order as the beneficiary may determine.



4. The entering upon and taking possession of said property, the collection of each rent, issue 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 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 recordation 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.

nouncement 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 so 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 includes 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.

Charles M. Hagen (SEAL)

De Anna C. Hagen (SEAL)

STATE OF OREGON }  
County of Klamath } ss.

THIS IS TO CERTIFY that on this 3rd day of May, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named:

CHARLES M. HAGEN AND DE ANNA C. HAGEN, Husband and Wife

to me personally known to be the identical individual(s) 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.

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

Loan No. \_\_\_\_\_

## TRUST DEED

TO \_\_\_\_\_ Grantor  
BENEFICIARY  
FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION

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.)

STATE OF OREGON }  
County of Klamath } ss.

I certify that the within instrument was received for record on the 3rd day of May, 1977 at 2:42 o'clock P. M., and recorded in book M77 on page 7617.  
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. R. MILNE

County Clerk

B. Hazel Dray  
Deputy

FEE \$ 6.00

### 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

DATED: \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_