01-10661 nn A-127930 vol. 77 Page\_ 29440 TRUST DEED

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THIS TRUST DEED, made this 29thday of April ROBERT THOMAS and LOIS M. THOMAS, 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: Lot 4 and the Northwesterly one-half of Lot 5 in Block 9 of Hillside 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,

togother with all and singular the appurtonances, tonoments, hereditaments, rents, issues, profits, water rights, easements or privileges now o 

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the bonelidary to the grantor or others having an interest in the above described property, as not be evidenced by a hole or notes. If the indettedness secured by this tensit received by it upon more than one note, the beneficiary may credit payment ceelved by it upon any of said notes jor part of any payment on one note and part on another, as the beneficiary may elect.

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The grantor hereby covenants to and with the trustee and the beneficiary in that the said promises 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 inst the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said tills thereto sgainst 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 levicd against thereof and, when due, all taxes, assessments and other charges levicd against thereof and, when due, all taxes, assessments and other charges levicd against thereof and, when due, all taxes, assessments and other charges levicd against thereof and, when due, all taxes, assessments and other charges levicd against and property his trust deed; to complete all buildings in course from the date or not one the date construction is hereafter commention for any power and restore phonor the date construction is hereafter commention for any power and pay, when due, all costs incurred therefor; to allow beneficiary for improvements and property which may be damaged or dynor beneficiary of such beneficiary within fifteen days after utilings or improvements new or hereafter erected upon said promises the beneficiary may for more allow or hereafter constructed on said promises; to pay all utilings, property and improvements new or hereafter erected upon said profiles and the beneficiary may from time to there no waste of said premises; to reap all utilings, property and improvements new or hereafter erecter upon said profiles and the beneficiary may from time to the secured by the trust deed, in a company or companies acceptable for being it as you here at the original pincipal sum of the notes of oblightion is a sum of use that the original pincipal sum of the beneficiary at leas by fire or such one that deed, in a company or companies acceptable of the bene-secured by the trust deed, in a company or companies acceptable of the bene-ticitary, a loss payable clause in favor of the beneficiary may from and with permissing pincipal pince of business of, policy of insurance. If the ad agas pior to the effective date of any shonelfeary may in its owar did

when he hold-cancerstore by the grantor during the full term of the pointy thus obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges level or assessed against the above described property and insurance prime models the indebtedness secured hereby is in excess of 80 Gyr porty and insurance provides or the constraint with the indebtedness secured hereby is in excess of 80 Gyr porty and insurance privations while the indebtedness secured hereby is in excess of 80 Gyr porty and insurance privations of the less of the transformed of the property at the time the loan man made or the benchest of the corporty at the time the loan man made or the benchest will pay to the benchest of the note or obligation security principal and interest payable under this terms of the hose or obligation security of the taxe, assessments, and other charges due and payable with respect the payable with the rest succeeding the years be the grantor to be the transformed or the state succeeding 12 months and also 1/36 of the insurance provides the grant be rest benchest and and there taxe is estimated and directed by the benchest pays. Here years while any pays with each succeeding the highest the is less than the taxet and a suid and the taxet pay with each test than the highest rule is less that for the open passbook accounts minus 3/4 of 1/56. If such rate is less that 6/6, the rate of interest pay and the state mather taxet is less than the pays the state of the succeus the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges leved or assessed against said property, or any part thereof, before the same begin to hear interest and also to up ormiting on all insurance policies upon said property, such pay-ments are to be many may and all taxes, assessments and other charges level in beneficiary to erry in the amounts as shown by the statements thereof insurance upol-cality of the anomalies are shown by the insurance interest in the statements in the statements shown on the statements immitted by the insurance in the statements shown on the statements immitted by the insurance account, rental study prover in the statements immitted by the insurance account, rental study of the statement submitted by the insurance account, rental study of the insurance written or loss or damage graving event of an detect in any insurance and the argument is burned on the insurance study and the insurance and the insurance and the event of any ioss, to compromise and settle with any insurance neutral by this trust decd. In computing the amount of, the indebied neutral study and the barener by this trust decd. In computing the amount of the indebied neutral most the any insurance policy and the barener policy in the insurance and the provide the indebied in the insurance policy in the insurance and to apply any event insurance receipts upon the ablighting secured by this trust decd. In computing the amount of, the indebiedness for payment and satisfaction in full or upon sale or other

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acquisition of the property by the beneficiary after default, any halance remaining in the rearre account shall be credited to the inductedness. If any authorized reserve account rearres, assessments, insurance premiums and other charges is not authorized reserve account in the payment of such charges as they become due, the granter stable pay the demand, and if not paid within ten days after such demand, the beneficiary may at its option and the anound of such defaults of the payment of the soft of the same, and all its expenditures there beneficiary may at its option carry out the same, and all its expenditures there on the granter and head the same, and all its expenditures there on the soft and and shall hey secured by the lien of this trust deed, in the soft of the soft and the same and all its expenditures there on the soft and and shall have the right in its discretion to complete this connection, the beneficiary and promises and also to make such repairs to said property as in its soft dense to may compare the same and such as the soft.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all havs, ordinances, regulations, covenants, conditions and restrictions affording said property; to pay all costs, frees and expenses of this trust, including the cost of title scarch, as well ar the other costs, obligation, and trustee's and attorney's frees actually may in enforcing and defend any action or proceeding purporting to afford to pay all to space of the rights or powers of the beneficiary or trustering the secur-tion approximation and trustee's and attorney's frees actually me secur-tion spaced and defend any action or proceeding purporting to afford to pay all by a and expenses, including cost of evidence of title and ther or proceeding in which the beneficiary or trustee may appear and in my such such south by bene-ficiary to foreclose this deed, and all said sums shall be accured 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.

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It is mutually agreed that:

It is mutually agreed that: 1. In the event that any portion or all of sold property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right so disense, prosecute in its own name, appear in or defend any as the right so disense, prosecute in its own name, appear in or defend any as the right so compared to make any compromise or settlement in connection with some some some of the source of the source of the source of the purpled to pay all reasonable costs, expenses and attorney's and applied by the grantor in such proceedings, shall be present of the source tess newscarily paid or incurred by the henelicitor relation the torney's heat heat one the indettedness secured area and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, prompty upon the beneficiary's request.

be necessary in obtaining such compensation, promptly upon the benefici-request. <sup>2</sup> At any time and from time to time upon written request of the 1 ficiary, payment of its fees and presentation of this deed and the note for dorsement (in cuss of full reconveyance, for cancellation), without affecting inability of any paking of any map or plat of said property. (b) Join in gran consent to this or creating and restriction thereon, (c) Join in any subordin or obsergement, all or any part of the property. The granetic thereof is of pro-without warranty, all or any part of the property. The granetic there ance may be described as the "preson or persons legally mithing thereof" the reclulas therein of any matters or facts shall be sciencing to the parag-shall be \$5.00.

shall be 45.00. Analysis is any of the services in the shall be 45.00. Analysis is a service of the services in the continuance of these trusts all rents, issues, orgalites and profits perty affected by this deei and of any personal property located it grantor shall default in the payment of any person property located it the performance of any agreement heard profits earned prior to dei become due and payahlo. Upon locations default by the grantor here und fletary may at any time who would be define the performance of any become due and payahlo. Upon bedies, etc. and be and payahlow be a court, and without regard to the and fletary may at any time who court, and without regard to the add eccure to the appointed press hereby secured, enter upon and take security for indepinent profits, including those past due and unpat the same, terys areas of operation and collection, and able atticelys may determine. the grantor hereunder, in person, by agent or t regard to the adequa-iter upon and take pos-name sue for or otherw past due and unpaid, and collection, includin

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The entering upon and taking possession of rents, issues and profile or the proceeds of compensation or awards for any taking or , lication or release thereof, as aloresaid, sha r notice of acfault hereunder or invalidate side. and property, the concern ire and other insurance i amage of the property, not cure or waive any

5. The grantor shall notify beneficiary in writing of any sale or for sale of the above described property and furnish buseliciary supplied it with such personal information concerting the purchas ordinarily be required of a new loan applicant and shall psy bene des charge.

ervice charge. 6. Thus is of the essence of this instrument and upon default by the norm in payment of any indebtedness secured hereivy or in performance of any independent of the end intervention of the end intervention of the end of the clection to sell the true property an actice of default and election to sell, 7 filed for record. Upon delivery of senates this trust deed and all promissory beneficiary shall deposit with the end the end of the end of the end sizes shall (it is the time and place of sale and give notice thereof as then uired by law.

ured by law. 7. After default and any time prior to five days before the date set the Transce for the Trustee's sale, the granics of other person so the trust died and other person so the entry any the entry amount then due under merson set onlygations accured thereby (including costs and there and there are a source thereby (including costs and there and there are a source thereby (including costs and there a source and the source and thereby and thereby a source there are a source thereby (including costs and thereby and a source and a stormey's form a source and the source and thereby cure the default.

not then be due nath no default occurred and thereby cure the default. 8. After the lapse of such time as may then be required by law follow the recordation of said notice of default and giving of said notice of said, trustee shall soil said property at the time and place fixed by him in said not of saie, either as a whole or in series and in such order as he may fermine, at public auction to the highest bidder for cash, in lawful money of United States, payable at the time of said. Trustee may portpone said of all any portion of said property by public announcement at such time and place saie and from time to time thereafter may postpone the saie by public

nouncement at the time fixed by the preceding postponement. The trustee deliver to the purchaser his deed in form as required by law, conveying the perty so sold, but without any corenant or warranty, express or implied recitals in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, accluding the trustee but including the gre and the beneficiary, may purchase at the sale. he pro-d. The of the

In occurring, may purchase at the same. 9. When the Trutce sells pursuant to the powers provided herein, the tree shall apply the proceeds of the trustees sale as follows: (1) To expresses of the sale including the compensation of the trustee, and as including the proceeds of the compensation of the trustee, and the sonable charge by the attorney; aying recorded liens subsequent to the it deed. (3) fo all persons having recorded liens subsequent to the rests of the trustee in the trust deed as their interests appear in the or of their priority. (4) The surplus, if any, to the granter of the trust d or to his successor in interest entitled to such surplus. the expension trust deed

eed or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to ime appoint a successor or successors to any rustee named herein, or to any uccessor trustee appointed hereunder Upon such appointment and without con-goard to the successor trustee, this inter shall be vested with all title, powers the dutte conferred upon any trastee herein named or appointed hereunder. Each uch appointment and substitutions burgen named or appointed hereunder. Each y the beneficiary, containing, reference to this trust deed and its pince of every which, when recorden the property is situated, shall be conclusive proof of outy or contains in which the property has the dead, duth executed and scheme. time

proper appointment of the successor trustee. 1. Trustee accepts this trust when this deed, duly executed and acknow ledged is made a public record, as provided by iaw. The trustee is not obligate to untily any party hereto of pending sale under any other deed or trust or of any action or proceeding in which the granter, beneficiary or trustee shall be any action or proceeding in which the granter, beneficiary or trustee shall be party unless such action or proceeding is brought by the trustee.

12. This deed applies to, hures to the benefit of, and blads all parties hereto, their heirs, legatees devices, administrators, executors, successors and sasigns. The moto scoured hereby, whether or not name's beneficiary pledgee, of her moto scoured hereby, whether or not name's beneficiary herein. In construing this deed and whenever the context so requires the una-tering gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

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affixed.

WM. D. MILNE

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

STATE OF OREGON 85 County of Klamath

April ...day of... THIS IS TO CERTIFY that on this Notary Public in and for said county and state, personally appeared the within named. ROBERT THOMAS and LOIS M. THOMAS, 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 writte 2 Lado

51 1.01Notary Public for Oregon My commission expires: 10 (SEAL) STATE OF OREGON } ss. County of Klamath Loan No. .... TRUST DEED I certify that the within instrument was received for record on the 11th day of <u>May</u>, 1977, at 3;12. o'clock PM., and recorded (DON'T USE THIS BPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) in book M7.7 on page 8217. Record of Mortgages of said County. Grantor Witness my hand and seal of County TO

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary

Alter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon

DATED:

pe court 6.44 

<u>504.11 \*</u>

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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FEE \$ 6.00

The undersigned is the legal owner and holder of all indebtodness secured by the foregoing trust deed. All sums secured by said trust deed or 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 bare 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 burstant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are dollvered to you herewith logethor 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 913811 Dubar du Porsaont - March 1999 Free Browning Attended .C. E