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M. 1. 11\_Page\_ Loan #01-41212 M/T 3428 9116 DEED TRUST 30 (05

19.7.7 , botween May THIS TRUST DEED, made this 24th day of CARL L. SNYDER AND IVA M. SNYDER, 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 21 in Block 3, TRACT 1112, EIGHTH 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,

tagether with all and singular the appurtenances, tenements, horeditaments, rents, issues, profits, water rights, easements or privileges now

This trust deed shall further secure the payment of such additional money, any, as may be loaned hereafter by the beneficiary to the grantor or others aving an interest in the above described property, as may be evidenced by a oto or notes. If the indebtedness secured by this trust deed is evidenced by nore 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, is the beneficiary may elect.

The granton hereby covenants to and with the trustee and the beneficiary berein 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.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover. The grandor covenants and agrees to pay said note according to the terms ind property; to keep said property free from all encumbrances having pre-defence over this trust deed; to complete all buildings in course of construction or hereafter construction is hereafter commenced; to repair and restore promptly and in good workmanilke manner any building or improvement on add property which may be damaged or destroyed and pay, where we all times during construction; to replace any work offer from beneficiary of auch beneficiary within filteen days all the whenties and in provement on add property which there days all the wildings and improvement on the during construction; to replace any work offer from beneficiary of auch fact, not to remove or destroy any work offer from beneficiary of auch fact is not to remove or destroy any work offer from beneficiary of auch fact is of the remove or destroy any work offer from beneficiary of auch fact is of the remove or destroy any work offer from beneficiary of auch fact is of the remove or destroy any beneficiary may from the core thereafter of said upermission to repair and to commit or suffer the or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or or obligation secured by this trust deed, in a company or companies acceptable to the bene-ficiary, and to deliver the original policy of insurance. If the group in all the approved loss payable clause in favor of the beneficiary may in its own addression obtained is not the streage of the beneficiary may in its own descretion obtain insurance is not so tenefit the beneficiary may in its own descretion obtain insurance for the bost beneficiary may in its own descretion obtain insurance of contained whereafter and the policy of insurance. The top the policy din surance is not so tenefit to the beneficiary may in its own de

obtained. Instantonic by the grantor during the full term of the policy thus assessments, and governmental charges level or assessed gainet the above described pre-perty and insurance premium while the industrians seesses and approximate the above described pre-perty and insurance premium while the industrians seesses and approximate the above described pre-perty and insurance premium while the industrians see and the second sec

While the grantor is to pay any and all faxes, assessments and other clarges leded 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 pay-neuts are to be made through the lenetficiary, as a foresaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other clarges leded or imposed enginet said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance arrivers or their rep-resentatives and to withdraw the sums which may be required from the reverse around, if any, established for thain purpose. The grantor agrees in no event to hold the hereficiary responsibilite for failure to have any insurance written or for any less or damage growing such fash defect in any hastrance policy, such the bargeticary hereby is autiorized. In the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this irrus ideed. In computing the amount of, the indebtedness 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 balance remaining in the reserve account shall be credited to the indebtedness. If uny authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such thankers 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.

the beneficiary may at its option add the amount of such defielt 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 there-for shall draw interest at the ratio speciared by the lien of this trust deed. In the note, shall be repayable by the grantor on demand, and here the register of the discretion to complete any improvement mode in add promises and also to make such repairs to said property as in its sole discretion to complete the speciared by the lien of this trust deed. In this sole discretion to complete any improvement mode in add promises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable. The carbon further agrees to comply with all haves, ordinances, regulations, covenants, conditions and restrictions affecting said property is opay all costs, the other costs and expenses of this trust fue cast of tile search, as well as the other costs and expenses of the trustee's and attorney's fees actually incurred; its option of the other cost and defend any action or proceeding purporting to affect the say all costs and expenses, including cost of evidence of the strust fees and attorney's fees and affect the say all costs and expenses, including cost of evidence of the strust fees and attorney's fees and affect the say all costs and expenses, including cost of evidence of the strust fees and attorney's fees attract and the site of the trusted and attorney's fees attract the say all costs and expenses, and the option attract and the appear in and defend any action or proceeding purporting to affect the say all costs and expenses, including cost of evidence of the strust fees and all stored attract and the attract fees and the same attract and the appear in and defend any action or proceeding purporting to affect the say all costs and expenses, including the owner and in any sub torought by beener treased and t

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 to commence, prosecute in its own name, appear in or defend any sc-tion 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's payable as compensation for such taking, which are in excess of the amount re-quired 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 indebtedness secured hereby; and the granitor agrees at its own expense, to take such actions and exceute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary'

request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the inability of any person for the payment of the indebtedness, the trustee may (i.) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction threcon, (c) join the arg all or convey, or other agreement affecting this decid the property. The grantee in any reconvey, without warranty, all or an the "person or persons legally entitled threce" and the rectinals therein of any matters or facts shall be conclusive proof of the shall be \$3.00.

shall be \$5.00. 3. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall be approximated on any personal property located thereon. Until the performance of any agreement horeunder, grantor shall have the right to col-lect all states. Upon a greement horeunder, grantor shall have the right to col-lect all states and payhile. Upon any default by the grantor herementer, the bace-filter of the appointed by a court, and without regard to the adequacy of any sciently for the indebtedness hereby secured, enter upon and take possession of the spate ty, or any part thereof, on the sown name sue for ot berefice collect the same, issues and expenses of operation and collection, including reason-able attorney's fees, upon any indebtedness secured hereby, and in such order as the hereficiary may determine.

## 4. The entering upon and taking possession of said property, the collection of said rents, issues and profits or the proceeds of fire and other insurance pol-leics 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 de-fault or notice of default hereunder or invalidate any act done pursuant to such notice.

such notice. 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 yould 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 context in payment of new indefinitions accurate hereby or in performance of any

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6. Time is of the default by the ormance of any red hereby imas

istees shall fix the time and place of sale and give notice uired by law. 7. After default and any time prior to five days befor the Trustee for the Trustee's sale, the grantor or vileged may pay the enfre amount then due under this e obligations secured thereby (including costs and expenses enforcing the terms of the obligation and trustee's any t exceeding 30.00 each) other than such portion of the p person so deed and ly incurred rney's fees

the obligations that the set of the obligation and consets and the principal as we not exceeding \$30,00 each) other than such portion of the principal as we not there due had 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 sail notice of refault and giving of sail notice of sail, trustee shall sell said property at the time and place fixed by him in said are of sail, effect and there has a whole of in separate parcels, and in such order as he may termine, at public auction to the highest bidder for cash, in lawful money of United States, payable at the time of. sail. Trustee may postpone sails of a any portion of said property by public anouncement at such time and place first we have by public the sail of the sail of property by public sandou each of the sail of public sandou of sails of the sails of public sandou of the sails of public sandou of sails of the sa any p sale t

nouncement at the time first by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the pro-perty as oid, but without any matter or warranty, express or implied. The reciting in the start of the start of the shall be conclusive proof of the truthing the start of the start of the start of the start and the beneficiary, may purchase at the sale.

and the beneficiary, may purchase at the same. 9. When the Trustees sells pursuant to the powers provided her trustee shall gaply the proceeds of the trustee's asle as follows: the supersection of the trustee's asle as follows: the supersection of the trustee's asle as follows: the supersection of the trustee's as the supersection interests of the trustee in the trust deed as their interests appear order of their priority. (4) The surplus, if any, to the granter of the deed or to his successor in interest entitled to such surplus. the To nd a the the the trust

1 or to his successor in interest entitled to such surplus.

for any reason permitted by law, the beneficiary may from a papoint a successor or successors to any trustee panel herein, of essor trustee appointed herounder. Upon such appointment and with unce to the successor trustee, the latter shall be vested with all this duties conferred upon any trustee herein named or appointed hereun a appointment and substitution shall be made by written instrument the beneficiary, constaining reference to this trust deed and its rd, which, when recorded in the office of the county derk or records ty or counties in which the property is situated, shall be conclusive time to any ut con-Eac

and concentraty, containing reference to this trust deed and its pla trid, which, when recorded in the office of the county clerk for recorder of the or counties in which the property is situated, shall be conclusive pro-er appointment of the successor trustee. It Trustee accepts this trust when this deed, duly executed and ac-ced is made a public record, as provided by law. The trustee is not obli-oitly any party hereto of pending sale under any other deed of trust y unless such action or proceeding is brought by the trustee. It. Thus deed applies to, incres to the benefit of, and binds all p to, their heirs, legatees devises, administrators, executors, successor gee, of the note accured hereby, whether or not named as a benef in. In construing this deed and wherever the context so requires, the te gender includes the feminine and/or neuter, and the singular numb es the neural. assigns, 7 pledgee, 6 herein, In culine, gen

sale and from time to time thereafter may perpend the s			
IN WITNESS WHEREOF, said grantor h	(Ion)	nd seal the day and year first above written.	
	<u>In</u>	a wn Inn dy (SEAL)	
STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this 24 ch Notary Public in and for said county and slate, per	ofMay	, 19.77, before me, the undersigned, a	
Notary Public in and for said county and state, per CARL L. SNYDER AND IVA	M. SNYDER, Husban	d and Wife	
to me personally known to be the identical individual. they executed the same freely and voluntarily fo	S named in and who executed t r the uses and purposes therein e	he foregoing instrument and acknowledged to me that xpressed.	
<sup>13</sup> IN TESTIMONY WHEREOF, I have hereunic set m	y hand and affixed my poldrial s	eal the day and year last above written.	<u></u>
(SÉAL)	Notary Public for My commission e		
Loan No:		STATE OF OREGON County of Klamath	
TRUST DEED		I certify that the within instrument was received for record on the 25th.	The second s
	(DON'T USE THIS Space, reserved For recording	day of	
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION	LABEL IN COUN- Ties Where USED.)	Record of Mortgages of said County. Witness my hand and seal of County affixed.	
Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS		WM. D. MILNE County Clerk	
540 Main St. Klamath Falls, Oregon	FEE \$ 6.00	By Hazel Drazel Deputy	
			- Leisen and a start of the sta
REQUEST FOR FULL RECONVEYANCE			
To be used only when obligations have been paid.			
have been fully paid and satisfied. You horeby are a	proceed, on payment to you of any	regoing trust deed. All sums secured by said trust deed sums owing to you under the terms of said trust deed or which are dolivered to you herewith together with said of said trust deed the estate now held by you under the	
scmo.		가지 있는 사실은 일상을 가장 같은 것을 받았다. 같은 사업은 사실을 보았는 것은 것은 것을 많은 것이라. 것은 것이다.	
y da sinaya sa kasara di Bayaka Mara A Sangarang Sangarang Sangarang	First Føder	ral Savings and Loan Association, Beneficiary	
DATED:	, 19		1 - C Market and the second seco
승규는 것이 모든 것을 위해 가운데 있는 것이다.			

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