Loan #03-41256 KC/T A-28134

## 31509

## DEED TRUST

THIS TRUST DEED, made this 24th day of June GARY E. VAUGHT AND SUZANNE C. VAUGHT, Husband and Wife

, as grantor, William Ganong, Jr., as trustee, and

between

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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:

A piece or parcel of land situated in the South Half of the Southwest quarter (S½SW%) of Section 30, Township 39 South, Range 9 E.W.M., in Klamath County, Oregon, more particularly described as follows: Commencing at the point of in section of the section line marking the Southerly boundary of said Section 30, inter with a line parallel with and 50 feet distant at right angles Southeasterly from the center line of the Klamath Falls-Midland section of the Oregon State Highway, the center line of the klamath ralls-Midland section of the oregon state highway, as the same is now located and constructed, from which point of interesection the Southwesterly corner of the said Section 30 bears South 89 42½' West, 827.1 feet, more or less, and running thence North 89 42½' East 344.87 feet along said section line to the true point of beginning of this description; thence North 36 49½' East 163.03 feet, more or less, to a point in a line parallel with and 130.00 feet distant at right angles Northerly from said section line; thence North 89 42½' East along said parallel line 74.32 feet; thence South  $0^{\circ}17\frac{1}{2}$ ' East 130.00 feet, more or less, to a point in the said section line; thence South 89 42½ West, along the said continue 172 70 foot more or loss to the said point of boginning the said section line 172.70 feet, more or less, to the said point of beginning.

# which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, hereditaments, rent, insue, profile water rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportaining to the above dos ribed premiues, and all plumbing. lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and finance together with all awring, venetian blinds, floor 

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 oue note and part on another, as the beneficiary may elect.

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.

securitors and administrators shall warrant and defend his said title theseto sains the claims of all persons whomsoever. The grantor covenants and agrees to pay sail note according to the terms thereof and, when due, all taxes, assessments and other charges levied against independent of the sain again the said property free from all other charges levied against or defere on sail property free from all combinences having pre-bereof or the date construction is manner any buildings in course of construction property which may be allow the sain the sain the date performed therefor; to level and the sain the sain the sain the said property which may be alter written notice from beneficiary of super-times during construction is the manner any building or improvement on the said therefor; to lo replace any work or materials unsatisfactory to beneficiary within a stater written notice from beneficiary of super-times during construction and after written notice from beneficiary of super-tor or such other premises; to keep all buildings and improvements now or hereafter on wor hereafter crected on asid promises continuously haured against by fire or such other haards as the beneficiary tange to the said to be a sub-ver from such other haards as the beneficiary tange to the beneficiary and with approved loss payable clause in favor of insurance in correct form and with approved loss payable clause in favor of the beneficiary and the asile to the built approved loss payable clause in favor of the beneficiary the may in its owith sitteen dys prior to the effective date of any such policy of marine. If adia policy of insurance is not so tendered, the beneficiary which insurance. If adia policy of insurance is not so tendered, the beneficiary which insurance is at the anomeliable by the grantor during the full term of the policy the adia policy of insurance is not so tendered, the beneficiary the insurance of adia policy of insurance is not so tendered, the beneficiary the insurance is the adia policy of insurance is no

obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or ascessed against the above described pro-perty and insurance premium while the indevidences secured herely is in sevens of 80% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the heneficiary's original appraisal value of the property at the time the loan was made or the heneficiary'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 payment of principal and interest payable under the terms of the note or obligation recurred herefor or the date, assessments, and other charges due and payable an amount equal to 1/12of the laxe, assessments, and other charges due and payable with respect to sain property within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said property within each succeeding. There years while this Trust Deed is in futerest on suid amounts at a rate not less than the highest rate authorized to be paid by banks on their open passhook 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 averate the account and shall be paid quarterly to the grantor by crediting to the estrum account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges legi-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-ments are to be made through the beneficiary, as aforesaid. The grantor hereby authorize the beneficiary to pay any and all taxes, assessments and other charges leided or impose against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charge, such to pay the insurance premiums in the amounts shown on the statements submitted by the marance arrives or their rep-sentations and to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance wither or any loss or damage ground to apply an event of a defect in any insurance policy, and the beneficiary berefy is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply an earth such insurance receipts upon the obligations secured by this trust deed in computing the amount of the Indebedness for payment and satisfaction in full or upon sake 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 granter shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at is option; add the amount of such charges as they are defined to the principal of the aniguton secured hereby.

soliguion secured hereby. Should the grantor fail to keep any of the foregoing covenants, then beneficiary may at its option carry out the same, and all its expenditures the for shall draw interest at the rate specified in the note, shall be reparable the grantor on demand and shall be secured by the lien of this trust deed, this connection, the heneficiary shall have the right in its discretion to compl any improvements made on said premises and also to make such repairs to a property as in its sole discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or advisable. The granton further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fers and expenses of this trust, including the cost of tills search, as well as the other costs and expenses of the trustice incurred in connection with or in anforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of tille and attorney's fees all reasonable sum to be fixed by the court, in any such action or proceeding which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to forcelose this deed, and all said sums shall be secured by this trust

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 ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so clerts, to require that all or any portion of the amount re-payable as compensation for such taking, which are in excess of the amount re-guired 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's fees necessarily paid or incurred by the heneficiary in such proceedings, and the halance applied upon the indebtedness secured hereby; and the pinet 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.

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 liability of any person for the payment of the indeltedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) recovery, without warranty, all or any part of the property. The grantee in any recovery ance may be described as the "person or persons legally entitled thereto" and the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00. fulness t be \$5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, isaves, royalites and profits of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to col-lect all such rents, issues, royalites and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the ben-ficiary may at any time without notice, either in person, by agent or by a re-ceiver 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 otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reason-able attornet's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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The entering upon and taking possession of said property, the rents, issues and profils or the proceeds of fire and other issur compensation or swards for any taking or damage of the prop lication or release thereof, as aloresaid, shall not cure or waive parties of default herounder or invalidate any act does put

The grantor shall notify beneficiary in writing of any sale of or sale of the above described property and furnish beneficiary applied it with such personal information concerning the purchas ardinarily be required of a new loan applicant and shall pay beas w charge.

6. Time is of the essence of this instrument and upon default by the stor in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any indebtedness secured hereby or ins secured hereby initiately due and payable by delivery not default effection to sell the trust performance of written notice of default and to beneficiary shall deposit with the trust et his trust deed and all promissory as and documents evidencing expenditures secured hereby, whereupon the iteres and give notice thereof as then iteres and place of sale and give notice thereof as then iteres and place.

7. After default and any time prior to five days before the date set y the Trustee for the Trustee's sale, the grantor or other person as rivileged may pay the cuitre amount then due under this trust deed and le obligations accured thereby (including costs and expenses actually incurred) enforcing the terms of the obligation and trustee's and attorney's feet of exceeding \$0.000 each) other than such portion of the principal as would ot then be due had no default occurred and thereby cure the default.

8. After the last no drawn octavity and the termine and the provided by law follow the recordation of said solice of default and giving of said notice of saie, trustee shall sell said property at the time and place fixed by him in said no termine, as a whole or in separate parcels, and in such order as he may termine, at public suction to the highest bidder for cash, in lawful money of any portion of said property aby public announcement as such time and place all from time to time thereafter may postpone the sale by public

ment at the time fixed by the preceding post to the purchaser his deed in form as required to sold, but without any covenant or warran in the deed of any matters or facts shall inceas thereof. Any person, arciuding the trut e beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, functe shall apply the proceeds of the trustee's sale as rollows: (1) the expenses of the sale including the compensation of the trustee, an reasonable charge by the attorney. (2) To the obligation secured by frust deed. (3) to all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interests appear in order of their priority (4) The surplus, if any, to the surplus.

used or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from that successor and the successor or successors to any trustee barned herein, or to version trustee appointed hereunder. Upon such appointment and without versions to the successor trustee, the latter shall be vested with all title, p and duties conferred upon any trustee herein named or appointed hereunder, such appointment and substitution shall be made by written instrument exce by the beneficiary, containing reference to this trust deed and its plax record, which, when recorded in the office of the county clerk or recorder o county or counties in which the property is situated, shall be conclusive pro proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged 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.

party unless such action or proceeding is brought by the trustee. 12. This devel applics to, inures to the benefit of, and blads all partless horeto, 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 mas-culine gender includes the femipine and/or neuter, and the singular number in-cludes the plural.

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

Gang E. Vaught (SEAL) STATE OF OREGON County of Klamath , 19.77, before me, the undersigned, a June day of... THIS IS TO CERTIFY that on this ..... Notary Public in and for said county and state, personally appeared the within named.... GARY E. VAUGHT AND SUZANNE C. VAUGHT, Husband and Wife to me physical and 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 TESTEMONY, WHEREOF, I have hereunto set my hand and affixed my pergrial seal the day and year last above written. Turala Biaur أمسيهس SUBLIC: Notary Public for Oregon My commission expires: November 12, 1978 (SEAL) -*37*7 11:00 STATE OF OREGON } ss. Loan No. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 27th , 19 \_\_\_\_7,7 day of June at 11;03 o'clock A M., and recorded (DON'T USE THIS Space; Reserved in book M77 on page 11256 RECORDING Record of Mortgages of said County. Grantor ABEL IN COUNто WHERE TIES USED.) FIRST FEDERAL SAVINGS & Witness my hand and seal of County affixed. LOAN ASSOCIATION MI. D. MILNE County Clerk Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. el Inoral Deputy Klamath Falls, Oregon FEE \$ 6.00

# REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

.... Trustee TO: William Ganong ....

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

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First Federal Savings and Loan Association, Beneficiary

DATED ...