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JUNE V ... 771090 11717 ARTHUR G. WHITTEMORE AND DOROTHY A. WHITTEMORE, Husband and Wife AL, William L. Sisemore , as granter XXXXXXX as trustee, and KLAMATH

TRUST DEED

01.10159

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION XX 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 vale, the property in Klamath County, Oregon, described as:

A parcel of land situated in Lots 11 and 12, Block 15 of BUENA VISTA ADDITION to Klamath Falls, According to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a 2 inch iron pin on the Westerly right-of-way line of Berkeley Street from which the Southeast corner of said Lot 12 bears South 00°15'36" Wast, 93.93 feet; thence North 89°44'45" West, 85.00 feet to the Westerly line of the East of of said Lot 11; thence North 00 15'36" East along said Westerly line/East 2 of Lot 11, 70.00 feet; thence South 89° 6.1 - 44'45" East, 85.00 feet to a ½ inch iron pin on said Westerly right-of-way of Berkeley Street; thence South 00015'36" West along said Westerly rightof-way line, 70.00 feet to the point of beginning.

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

together with all and simular the apputition test terments inciditaments and to be added provided and the state of the appet transmission and the appet transmission of the state of the st

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granter or others having an interest in the above described property, as may be evidenced by note or notes. If the indebtedness secure 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 sains the claims of all persons whomsever.

secutors and administrators shall warrant and defend his said title thereto signat the claims of all persons whomsover. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes assessments and other charges leveled against said property; to keep said percently for from all encumbrances having pre-dednee over this true of an and percents within six months from the date percent of the date construction is hereafter commenced; to repair and restore promptly and is goin workmanike manner any building or improvement on said property the date construction is hereafter commenced; to repair and restore promptly and is goin workmanike manner any building or improvement on the date construction; to replace any work or materials unsatisfactory to be the date construction; to replace any work or materials unsatisfactory to the date construction; to replace any work or materials unsatisfactory to be there of a sid premises; to keep all buildings or improvements now or hereafter enverted therefor; to allow beneficiary to inspect said property at all over the date construction; to keep all buildings or improvements now or hereafter enverted on said property in good repair and improvements new or hereafter erected upon said property in good repair and improvements new or hereafter erected upon said property in good repair and is contained or said struct by first or such other hazaris as the hereficiary unay from turn to time requires, in a sum not less than the original principal sum of the envertion are such other hazaris as the hereficiary and such originates acceptable to the here intervent part days prior to the effective dati or any such policy of insurance. If diapolicy of insurance is not stenewith of the hereficiary, which insurance discretion obtain insurance is not stenewith of the hereficiary, which insurance discretion obtain insurance is not stenewith of the hereficiary, which insurance discretion obtain insurance of the benefit of the hereficiary, which insurance

**obtained.** That for the purpose of providing regularly for the primpt payment of all taxes, assessments, and governmental charges letted or assessed against the above described property and hastance prendum while the indetendence secured hereby is in excess of 8075 of the lesser of the original purchase price paid by the granter at the time the loam was made, granter will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the narour equal to 1/12 of the distribution of the property and interest payable under the terms of the nare or obligation scenared hereby of the date, assessments, and observations and payable under the terms will around the regulation regular barry of the taxes, assessments, and observations and payable under the payable under the terms of the nare or obligation scenared hereby of the taxes, assessments, and observations increasing three years while this trust beed is in respect to said property within cach succeeding three years while this trust beed is in property within cach succeeding three years while the related to be paid interest and all pay to the paid in the barbow accounts muons 3/4 of 1/2. If such rate is less that 4/3, the rate of interest baid ball to 1/12 be rate of the taxes in the barbow accounts muons 3/4 of 1/2. If such rate is less that 4/3, the rate of interest baid ball be 1/2. Interest shall be computed on the average 4/3, the rate of interest baid balls be 1/3. Interest shall be computed on the average to the account and shall be paid quarterive to the granter by crediting to the eserve account the amount of the interest due.

While the grantor is to (a) any and all faxes, assessments and other charges ledel or assessed against sud property, or any part thereof, hofere the same begin to bear interest, and also to pay premnums on all insulate policies unous said property, such pay-ments are to be made through the beneficiary, as aforesaid. The grantor hereby authors are to be made through the beneficiary, as aforesaid. The grantor hereby and property and property in the unoants as shown by the statements thereof furnished composed against sold property in the unoants as shown by the insurance entraises to be made through the beneficiary, and to buy the instance permission in the amounts shown on the statements of other hands be required from the entering entraines and to a dictar the statements attement by the insurance entraits or their entraines of a defect in any insurance policy, and the instrume remains the bander growing event of a defect montor the obligations secured by this trust doed. In computing any such monume tempts, but the obligations secured by this trust doed. In computing any amount of the indectedness for payment and satisfaction in full or upon sale or other amount of the indectedness for payment and satisfaction in full or upon sale or other amount of the indectedness for payment and satisfaction in full or upon sale or other

acquisition of the property by the beneficiary after detailt, any belonge consisting in the restric account shall be credited to the indebtedness. It ary activitized restric account for taxes, assessment, insurance premiums and other clarge. Is not infriend, at an effect to the parameter of such charges as they belong due, the cranter charge has the definit to the functionary upon demand, and if not paid within the dys after such demand the lateflettery may at its option and the stream is not definit to the principal of the edition secured hereby.

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education secured hereby. Should the granical full to Leep any of the foregoing covenants, then the bencheary may at its option carry out the same, and all its spenditures there-bencheary may at its option carry out the same, and all its spenditures there has been been specified in the role, shall be repayable by for shall draw interest at the rate specified in the role, shall be repayable by the granter on demand and shall be secure by the first dispersion to complete any improvements made on such pressures are also to make such repairs to said property as in its sole discriminant in may do in measure or adversalies.

property as in its sole discretion it may do in neocessity or givesable. The granter further agrees to compty with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, to pay all costs, frees and expenses of this trust, including the cost of trife-scales, as well as the other costs and expenses of the trust-resind all connection should be used at the pay all costs in enforcing this obligation, and trustees and atterney's fees and expenses, including on trustees and atterney's fees and expenses, including cost of existing purporting to affect the security hereof or the rights of powers of the here force, or trustees in a gravity in trustee is and atterney's fees actually incurred, in the beneficiary or trustee may appear and in any suff brought by beneficiary to foreclose this deed, and all said sums that he cound by this trust feest.

The beneficiary will furnish to the granted on written request therefor an annual statement of account but shall not be colligated or required to furnish any further statements of account.

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 hame, appear in or defendance such taking and, if it so elects, to require that all or any portion or more such taking and, if it so elects, to require that all or any portion of the amount re-such taking and, if its o elects, to require that all or any portion of the amount's payable as compensation for such taking, which are in every been anount re-guired to pay all reasonable costs, expenses and attorney's free necessarily paid or incurred by the granter in such precedings, shall be paid to the beneficiary's free merssarily paid or incurred by the beneficiary is such proceedings, and the balance applied upon the ladebta dations and execute such instruments as shall be necessarily paid or incurred by the beneficiary is such proceedings, and the statis own expense, to take such actions and execute such instruments as shall to 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 ben-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full recoveryance, for encellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any may negligible indebtedness, the trustee may (a) or other acreement affecting this feed or the lien or charge hereof. (d) recovery, without warranty, all or an per to full thereon. (e) join in any subordination and projections the totak of the property. The grantee in any reconvey, without warranty, all or an per tot of the performance of the conclusive proof of the trustfullers thereon. (Trustee's fees for any of the services in this paragraph shall be \$3.00.

shall be \$5.00. 3. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts dit rents, issues, regatives and profits of the pro-perty affected by this field ad of any perconal property located thereon. Until granter shall default in the payment of any indebtedness secured hereby or in the performance or, issues, royaities and profits earned prior to default as they here and any time without notice, either in person, by agent or by a re-ficient mice any time without notice, either in person, by agent or by a re-pering be appointed by a court, and without regard to the adequacy of any weight of the indebtedness hereby secured, enter upon and take possessilled the onter, issues and profits, uncluding those past due not unpath, and apply the same, less costs and explanes of operation and collection, including reason alterney's fees, upon any indebtedness secured hereby, and in such order as the heneficiary may determine.

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4. The entering upon and taking possession of said property, the of such rents, issues and profits or the proceeds of fire and other insu-icies or compensation or awards for any taking or damage of the pro-the application or release thereof, as aloresaid, shall not cure or was fault or notice of default hereunder or invalidate any act done pu-such notice.

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5. The grantor shall notify beneficiary in writing of any sale or con-funct 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 ioan applicant and shall pay beneficiary a service charge.

6. There is of the ensence of this instrument and upon default by the granter in payment of any indebtedness secured hereby or in performance of any sgreement hereanier, the beneficiary may declare all sums secured hereby immediately due and election to sell the truster of betweet written horizon of default and election to sell the truster of notice of any local declare the hereanies of the secure truster shall cause to be the truster of the sum of declary shall deposit written for herean dered hereby notes and documents evidencing expenditors secured hereby whereupon the trusters 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 Truster's sale, the granter 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 truster'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 anid notice of default and giving of said notice of sale, the truster shall sell said property as the time on any for the said notice of sale, either as a whole or in separate parcels, and in such while as he may determine, at public anceton to the highest hidder for cash, in lawfur and place of the United States, payable at the time of sale. Truster may postpoor sale of the same public announcement at such time. And place of sale, and from time to thus thereafter may postpoor sale by public announcement as such time.

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 pro-perty so sold, but without any covenant or warranty, express or implied. The recitais 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.

and the benchetary, may purchase at the sale. 9. When the Trustee selis pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's asle 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 frust deed. (3) To all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests appear in the order of their priority (4) The surplus, if any, to the granter of the trust deed or to bis successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to time appendix a successor is successors to any trustee maned herein, or to any versame trusts accessor or successors to any trustee maned herein, or to any versame trusts and the substitution shall be vested with all title powers and duties conferred upon any truttee have by priorities that the vested with all title powers and duties conferred upon any truttee the other of the surplus the boneficiary, containing reference to the trust deed manufact encoded by the boneficiary, containing reference to the trust deed manufact encoded by the boneficiary, containing reference to the trust deed manufact space (1). Truster accepts this trust when this deed, duly executed and acknow-

proper appointion of or the succes or rustee. 1. Trustee accepts this trust when this deed, duly executed and acknow-bed is much a public record, as provided by law. The trustee is not obligated to bottly any party hereto of pending sale under any other deed of trust or of any action of proceeding in which the granutor, beneficiary or trustee shall be a party units such action or proceeding is brought by the trustee.

i2. This deed applies to, inures to the benefit of, and all parties herein, the first deed applies to, inures to the benefit of, the successors and assigns. The term "beneficity" shall mean the holder and owner, including beldee, or the tothe secured hereby, whether or not natical as a beneficitary berein. In construing this deed and whenever the context so requires, the massenging and existing the planal.

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

+ anthin 92 With themore (SEAL) Danity Co. Whilleman (SEAL) JUNE ..... day of .... , 19 77, before me, the undersigned a Notary Public in and for said county and states personally appeared the within named

ARTHUR G. WHITTEMORE AND DOR THY A. WHITTEMORE, Husband and Wife to me personally known to be the identical individual ..., named in and who exocuted the foregoing instrument and acknowledged to me that 

IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my notarial seal the day and year last above written.

Nothing Public for Oregon My commission expires: MARCH 30, 1981

## Loan No. TRUST DEED

THIS IS TO CERTIFY that on this 31

STATE OF OREGON County of Klamath

(SEAL)

Grantor

TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary

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

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(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.)

STATE OF OREGON County of Klamath

I certify that the within instrument wis received for record on the lst day of JULY , 19 .77, day of JULY at 3;21 o'clock P M., and recorded in book 277 on page 13215 on page 11717 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE County Clerk

## 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 hold by you under the

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by.....

First Federal Savings and Loan Association, Beneficiary

DATED: ..