

11722

THIS TRUST DEED, made this 1st day of JULY
Patricia A. Houston, a single woman.

KLAMATH

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
under the laws of the United States, as beneficiary;

William L. Sisemore

as grantor, ~~William L. Sisemore~~, as trustee, and
Falls, Oregon, a corporation organized and existing

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 8 of ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS,
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, fixtures, improvements, rents, issues, profits, waters, rights, franchises, licenses, etc., hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plant, machinery, equipment, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, of whatever kind, nature or description, now or hereafter covering in place such as walk-out, wall, suspended and built-in air conditioning, heating, ventilation, etc., and all other things, now or hereafter, with the above described premises, including all interest therein which the grantor has or may have in or to the above described premises, the performance of each agreement of the grantor herein contained and the payment of the sum of **Twenty Four Thousand Three Hundred and No/100-----** (\$ **24,300.00**) Dollars, with interest thereon according to the terms of a promissory note of the date of this instrument, to be paid by the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ **204.12** commencing on **August 5** 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 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 due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre- said property; to keep said property in good repair and to cause to be repaired or hereafter constructed on said premises within six months from the date of the completion of the construction of the same, or to cause to be restored hereof or the date construction is hereafter completed, any building or improvement on promptly and in good workmanlike manner and to pay, when due, all said costs incurred therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials so determined to be defective by written notice from beneficiary of such fact; not to erect on said premises any building or improvements now or hereafter erected upon said property in good repair and to cause to be repaired or hereafter erected upon said premises; to keep all buildings and improvements now or hereafter erected upon said premises continuously insured against loss now or hereafter occurring by fire or 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 other indebtedness secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with appropriate endorsement to the beneficiary; to pay the premium due on the premium paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such renewal of insurance; said policy of insurance is not to be assigned by the beneficiary, which insurance disbursement shall be non-cancellable by the grantor during the full term of the policy thus obtained.

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 premium whose price paid by the grantor at the time the loan was made of the lesser of the original or appraised value of the property at the time the loan was made, the beneficiary will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby on the date installments on principal and interest are payable an amount equal to the amount of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/3% of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect to said property within each succeeding year. Beneficiary shall pay to the grantor as estimated and directed by the beneficiary, interest on the principal of the loan at the rate as estimated and directed by the beneficiary, not less than the highest rate authorized to be paid by banks on their open passbook accounts minus 3/1 of 1%. If such rate is less than 4%, the rate of interest paid shall be 4%. 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 payments are to be made by the grantor as beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against 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 company or the agent, representatives and to withdraw the sums which may be paid in excess of the amounts in the reserve account, and to withhold the sums which may be paid in excess of the amounts in the reserve account, if any established for that purpose, from the insurance proceeds in no event to hold the beneficiary responsible for failure to pay any insurance premium or for any loss or damage growing out of any fire, theft or other loss on any insurance policy, and the beneficiary hereby is authorized, 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 trust deed. In compiling any 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 beneficiaries. 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 upon demand, the grantor, if deceased, 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 and pertaining to pay all costs, fees and expenses incurred, including the cost of title search, as well as all other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred to appear in and defend any action or proceeding brought by or against the beneficiary or trustee, and to pay all expenses, including cost of evidence of title and attorney's fees in any such action or proceeding, to be fixed by the court, in any such action or proceeding brought by or against the beneficiary or trustee may appear or be sought by beneficiary to foreclose this deed, and all said sums shall be secured 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.

It is mutually agreed that:

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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 prosecute in its 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 paid to pay as 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 or beneficiaries. The amount of such compensation, less the costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary or beneficiaries, and the balance applied upon the taxes and expenses of the taking, shall be paid to the beneficiary or beneficiaries. The beneficiary or beneficiaries, and the grantor agrees, to execute and deliver such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, payment of the fees and presentation of this deed and the note for encumbrance, (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating and accepting any lien or join in any subordination without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled to the same" and the recitals thereof of any matters fact shall be conclusive proof of the same. The costs thereof, Trustee's fees for all of the services in this paragraph shall be \$50.00.

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 located thereon. Until grantor shall default in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereunder, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect said rents, issues, royalties and profits, including those past due and unpaid, and apply the same to the payment of the indebtedness hereunder, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of such rents, issues 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 and election to sell the trust property, which notice trustee shall cause to be 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 \$30.00 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 recording 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 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 as 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, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgees, 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.

Patricia A. Houston (SEAL)

(SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 1st day of JULY, 19 77, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Patricia A. Houston, A single woman to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that 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.

Donald Burt Hamilton
Notary Public for Oregon
My commission expires: March 20, 1981

(SEAL)

Loan No. _____	STATE OF OREGON } ss. County of Klamath
TRUST DEED	
_____ Grantor	I certify that the within instrument was received for record on the 1st day of <u>July</u> , 19 <u>77</u> , at <u>3:11</u> o'clock P.M. and recorded in book <u>377</u> on page <u>11722</u> Record of Mortgages of said County.
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	Witness my hand and seal of County affixed.
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	<i>W. L. F. Clark</i> County Clerk <i>W. L. F. Clark</i> Deputy

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

by _____

DATED: _____, 19 ____.