

TRUST DEED

1155-1

19 77 . between

THIS TRUST DEED, made this 5th day of July 1977, between
RONALD A. METE AND ERDYNE E. METE, Husband and Wife William L. Sisemore, Trustee, and

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Klamath Falls, Oregon, 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 41 in FIRST ADDITION TO MADISON PARK, 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.

[illegible]

FORTY-TWO THOUSAND AND NO/100

331.60

August 10

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 any 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 more than one note, the beneficiary may credit payment on one note and part on another, 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 deed are free and clear of all encumbrances and that the grantor, said 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 complete all buildings in course of construction evidence over this trust deed; to complete within six months from the date hereof constructed on said premises hereafter commenced; to repair and restore hereof or the date hereof in workmanlike manner any building or improvements and promptly said property which may be damaged or destroyed and pay the cost of all repairs and improvements; to allow beneficiary to inspect materials unsatisfactory to times during construction; to replace any written notice from beneficiary of such beneficiary within fifteen days; to remove any building or improvements now or hereafter fact; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter constructed upon said property in good repair and to extend or suffer; to waste of said premises; to keep all buildings continuously insured against loss now or hereafter erected on said premises; beneficiary may from time to time require, by fire or such other hazard insurance, the original principal sum of the note or obligation in a sum not less than the principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to beneficiary; to secure and to deliver the original policy of insurance and the certificate of loss and with approved loss payable clause in favor of the beneficiary at least premium paid, to the principal place of business of any such policy of insurance. If fifteen days prior to the maturity date of any such policy of insurance, if said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancelable 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 on acres of land, the above described property shall be insured and the beneficiary shall pay the insurance premium which the beneficiary has agreed heretofore to pay in excess of such portion of the original purchase price paid by the grantor at the time the loan was made of the beneficiary's second principal value of the property at the time the loan was made, grantor shall pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note of indebtedness, the principal and interest payable on principal and interest are payable in advance for said property of the taxes, assessments, and other charges due and payable within the time specified in the insurance premium payable within each succeeding 12 months and for the succeeding three years while this Trust shall be in respect to said property within the time specified by the beneficiary. Beneficiary shall pay to the grantor the effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor the effect as estimated and directed by the beneficiary at a rate not less than the highest rate authorized by law to be charged by banks on their open passbook accounts minus 3 1/4 of 1%. If such rate is less than 12% the rate of interest paid shall be 1%. Interest shall be applied on the principal monthly balance in the account and shall be paid quarterly to the grantor by remitting to the escrow agent the amount of the interest due.

[illegible]

operation of the property for the beneficiary after demand, any balance remaining in the reserve account shall be available to the beneficiaries. If any authorized reserve account for beneficiaries is exhausted, payments and other services are not sufficient to pay the beneficiaries, the trustee shall, at the time of the payment of demand, or at any time within ten days after such demand, deliver to the beneficiaries such demand, and a statement within ten days after the demand, of the property owned by the trust and the amount of the cash on hand in the principal of the property, and the income.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary has at its option either to sue, and all its expenditures therefor shall be a charge on the rate specified in the note, shall be repaid by the grantor on demand and shall be secured by the lien of the trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvement made in said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

[illegible]

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:

1. In the event that any portion of all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to compensation for such taking in its own name, appear in or defend any action or proceedings 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 so payable as compensation for such taking, which are in excess of the amount necessary to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, shall be paid to the beneficiary or applied by it first upon any reasonable costs and expenses in such proceedings, and the fees necessarily paid or incurred by the beneficiary herein; and the grantor agrees, at balance applied upon the taking of such actions and execute such instruments as shall be required by the beneficiary in obtaining such compensation, promptly upon the beneficiary's request.

[illegible]

shall be \$1.00.

4. An additional security, grantor hereby assigns to beneficiary during the continuance of this trust, 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 payment of any indebtedness secured hereby or 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 shall have the right, without notice, either in person, by agent or by a receiver, to be appointed by a court, to enter upon the premises and take possession of security for the indebtedness hereby secured, and to sell the same, or to otherwise collect said profits, issues and royalties earned on those past due and unpaid, and apply the same, issues and profits and expenses of operation and collection, including reasonable attorneys' 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 \$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 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 so 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 and 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, 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 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.

Ronald A. Mete (SEAL)
Erdyne E. Mete (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 24 day of July, 19 77, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named RONALD A. METE AND ERDYNE E. METE, 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 written.

(SEAL)

Donald V. Brown
Notary Public for Oregon

My commission expires: November 12, 1978

Loan No. _____

TRUST DEED

Grantor

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Beneficiary

After Recording Return To:

FIRST FEDERAL SAVINGS
540 Main St.
Klamath Falls, Oregon

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

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 6th day of JULY, 19 77, at 3:59 o'clock P.M., and recorded in book 877 on page 1134.
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

County Clerk

Hazel Shazil
Deputy

200 \$ 4.00

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 _____