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01-10772 TRUST DEED VOL 77 Page 1:2-99 32311

19 77 between THIS TRUST DEED, made this 8th day of JULY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION # Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

WITNESSETH:

The granter irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 10, Block 6, Tract 1025, WINCHESTER, according to the official plat there of 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,

together with all and singular the appurtanances, tenemonts, hereditaments, rents, issues, profits, water rights, eesements or privileges now or

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

the bane note of part of any payments received by the upon of and notes or part of any payment on one note and part on another, the beneficiary may elect. The grantor hereby covenants to and with the trustee and the beneficiary rein that the said premises and property conveyed by this trust deed are and clear of all encumbrances and hat the grantor thil and his helfs, reutors and administrators shall warrant and defead his said title thereto also the claims of all persons whomosever. The grantor covenants and agrees to pay said note according to the terms froit and, the persons whomosever. The grantor covenants and agrees to pay said note according to the terms froit and, the beredow whomosever. The grantor covenants and agrees to pay said note according to the terms froit and, the terms and agrees to pay said note according to the terms froit and, the terms and agrees to pay said note according to the terms froit and, the terms and agrees to pay said note according to the terms froit and, the terms and agrees to pay said note according to the terms froit and, the terms and agrees to pay said note according to the terms of the date construction is hereafter commenced; to repair and retors in the four terms of the terms any work offer from the date of property which may be damaged or destroy and pay, property at all the focurred therefor; to allow beneficiary to improvements now or hereafter structed on said premises; forty in good repair and reprovements wor or within fifteen days after whiding or improvements now or hereafter as to of said premises; forty in good repair and the to time require, a sum ont less than the original principal sum of the note or chilgalion inversed by the dates in favor of the beneficiary within fue to time require. The sum ont less than the original principal sum of the note or chilgalion inversed by the diverse in a so of the beneficiary within fue to time require. The sum ont less than the original principal sum of the note or chilgalion inversed by this trust deed, in a company o

I be non-cancellable by the grantor during the full term of the pointy inter-inded. That for the purpose of providing regularly for the prompt payment of all targe-simultis, and governmental charges fierde or asseved against the above described pro-simultis, and governmental the the free draws secure barehy is in excess of 80 (5, and issuance) premium while the fire and by the grantor at the time the joan was be lesser of the original purchase previous value of the property at the time the joan was previous of the previous previous value of the property at the time the joan was field and intellary's original as beneficiary in addition to the monthly payments of region and instantianed and prevents in the note or obligation secured herelo in sector succeeding 12 months and also 1/36 of the insurance previous possible with et as retinavied, such as the content of the sector by the sector bar of the sector is accellated and disclosed by the granticary shall be an amount equal to 1/12 the dates, assessments, and other charges due and payable with respect to tail property within each succeeding the months and also 1/36 of the insurance previous possible with et as retinavied, and there dates than the biglical rate authorized to be grantor rest on sub amounts at a rate not less than the biglical faits authorized to be grantor with paints on their open payabove accounts minus 3/4 of 1/56. If such to also the average thy balance in the account and shall be paid quarterly to the grantor by crediting the sector account the amount of the interest should be any other to also be average.

While the grantor is to pay any and all tarse, assessments and after charges leded of assessed against said properly, on all insurance policies upon said properly, such pay-interest and isito to pay prompt the beneficiary, as alreaded. The granton hereby suthorizes ments are to be made may and all tarce, assessments and other charges leded or imposed the beneficiary is pay in the anount as a bloom by the statements thereof turnible by the grants said upon the statements with the statements thereof turnibles by the restatives and (a killidraf the summer which may be required from the parent active are represented as a statement of the statements the statement there are all the state errors in the anounts along on the statements within the statement thereof turnibles by the representatives and (a killidraf the summer which may be required from the parent active are proved representatives and (a killidraf the summer which may be required from the parent active representible for failure to have any interact written or for any by inductive and the parent active errors the statement and and the statements there are the statement there are all the cent of a defect in any invariance policy and the beneficiatable emany is inductive. In the error of any loss, is compromise and settle with any by this trust deed. In computing the authorized received any loss of the output and the all beneficiatable emany and to a pay is even by the statement of the their defection of the statement of the statement of the the statement of the amount of the inside defection and settle with any by this trust deed. In computing the authors are stated any loss is a complex and the another statement of the statement of the amount of the inside defections of the another statement of the stateme

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acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be trelified to the indohedness. If any authors of the reserve account shall be trelified to the indohedness. If any authors of the reserve account shall be trelified to the indohedness. If any authors of the remaining of the payment of sinch clarges as the beneficiary in an author of the deficit to the beneficiary must demand, and if met paid and they after the demand any after such demand, the beneficiary man demand, and if the trend of such direct darks in the second direct darks in the second direct darks in the second direct darks of the the second direct darks of the trend direct darks of the second direct darks di

need. The hendleinry will furnish to the granter 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:

11 is mutually agreed that: 1. In the event that any portion or all of said property shall be taken duer the right of eminent domain or condemnation, the beneficiary shall have e right to commence, prosecule in its own name, appear in or detend any ac-on or proceedings, or to make any compromise or settlement in connection with the taking and, if it so elects, to require that all or any portion of the money's right as compensation for such taking, which are in exceed of the amount re-sphere as compensation for such taking, which are in exceed of the amount re-resphere as compensation for such taking, which are in exceed of the beneficiary incurred by the grantor in such proceedings, shall be price and extorney's en accessarily paid or incurred by the beneficiary in such the grantors agrees, atance applied upon the indetivedness secured hereit such instruments as ashall e necessary in obtaining such compensation, promptly upon the beneficiary's equest.

be necessary in obtaining tuen compensation, promptly characterized are request. 2. At any time and from time to time upon written request of the bene-ficiary payment of its frees and presentation of this decd and the note for en-itorsement (in case of full reconveyance, for cancellation), without affecting the inhibity 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 caterneth or creating and restriction thereon, (c) join 1 may subordination or other agreement affecting this decd or the lien or charge hereof; (d) reconvey-ance may be described as the "person or persons legally entitled thereto" and the retitals therein of any matter or facts shall be conclusive proof of the truthuineas thereof, Truster's fees for any of the services in this paragraph thall be 3.00.

Infulness thereof, fruster frees for any of the version therefore an it be \$5.00. 3. As additional security, granior hereby assigns to beneficiary during the iteration of these trusts all rents, issues, royatiles and profits of the pro-trust of these trusts all rents, issues, royatiles and profits of the pro-performance of any agreement hereunder, granior shall have the right to col-all such rents, issues, royatiles and profits earned prior to default as they one due and the intert in the part of the prior in the sector of the prior intert arg ing at any time theory of the prior in the sector of the prior intert is the sector of the prior is the sector of the prior is the sector of the prior is a sector of the prior is the sector of any agreement is the sector of the prior is the prior is the sector of the prior is ficiary may at any time with ceiver to be appointed by a to security for the indebteiners aid property, or any part the the rents, issues and profits, the same, less costs and expe

nouncement at the time fixed by the preceding postpolement. The trustee shall deliver to the pure without and deed in form as required by law, conveying the pro-perty so achieve deed of any matters or facts shall be conclusive proof of the truthulness theroof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

and the peneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustees as a follows: (1) To the expense of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the chilgation 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 granter of the trust deed or to his successor in interest entitled to such surplus.

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4. The entering upon and taking possession of said property, the collection of usch rents, issues and profits or the proceeds of fire and other insurance pol-letes or compensation or swards for any taking or damage of the property, and the application or release thereof, as aloresaid, shall not cure or wairs any do-fault or notice of default hereunder or invalidate any set done pursuant to such notice.

6. Bouck: 6. The grantor shall notify beneficiary is writing of any sale or con-act for sale of the showe described property and furnish honeficiary on a ent asymptited it with such personal information concerning the purchaser as ould ordinarily be required of a new loan applicant and shall pay beneficiary service charge.

6. Time is of the essence of this instrument and upon default by the granter is a service charge.
6. Time is of the essence of this instrument and upon default by the granter in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in performance of any indebtedness secured hereby or in the beneficiary may declare all sums secured hereby in and election to sell, the trust property, which notice trustee shall cause to be fully 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 strustee shall fix the time and place of sale and give notice thereof as then required by law.

trustees shall have the time and place of the days before the date set required by law. 7. After default and any time prior to five days before the date set by the Trustee for the Trustee's said, the grantor or other person so by the Trustee for the Trustee's said, the use and expenses actually incurred the obligation and pectred thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attoracy's fees not exceeding \$5000 cach) other than, such portion of the principal as would not then be due had no default occurred and thereby cure the default.

not then be due had no default occurred and thereby cure the default.

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order of their priority. (i) The surplus, if any, to the grantor of the trust deed or to his successor in interest cultiled to such surplus. It. For any reason permitted by law, the headilety may from time to time appoint a successor is used by trustee manch herein, or to any successor trustee appointed hereunder. Upon such appointment and willoupowers and duttes conferred upon any trustee herein named or appointment. Each of the successor is to the successor trustee, the latter shall be veated wild thereunder. Each such appointment and substitution shall be main of a problemative and will be used and a substitution shall be main of a problemative and by the beneficiary, containing reference to the courty clerk or recorder of the county or counties in which this rest. When this deed, duly exceuted and acknow-red the successor is and a provided by law. The trustee is not obligated to notify any party hereto of pending as provided by law. The trustee is not obligated to notify any party hereto of pending as brought by the trustee is and obligated hereto, their heirs, legates do, more so the benefic or and obligated hereto, their heirs, legates do, more so the benefic or and obligated thereto, their heirs, legates do, more so the benefic or and obligated hereto, their heirs, legates do, more so the benefic or and obligated hereto, their heirs, legates do, more the south or and only a successors and assigns. The term "beneficity" shall mean the holder and as a beneficiary hereto, their heirs, legates do and whenever the context so requires, the mas-terin. Includes the tending and whenever the context so requires, the mas-hereto, their heirs, legates do and whenever the context so requires, the mas-terin. Includes the feminine and/or neuter, and the singular number in-dudes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

JULY

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STATE OF OREGON County of Klamath

COLUMN ST

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and same

DATED:

THIS IS TO CERTIFY that on this.

Notary Public in and for sold county and state, personally appeared the within named. HUNG TAN NGUYEN AND PHUC THI NGUYEN, Husband and Wife WIN TESTIMONY WHEREOF, I have hereunto set my hand and affired my notarial seal the day and year last above written. Notary Public for Oregon My commission expires: 4/24/81 <u>;;;01567;;</u> seally E CAR È OFORI STATE OF OREGON) Loan' No. County of Klamath TRUST DEED (DON'T USE THIS

Grantor TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneliciary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St.

Klamath Falls, Oregon

SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.)

I certify that the within instrument was received for record on the _11th day of July , 19.77. at 11;54o'clock A M., and recorded in book M77 _____on page 12199 Record of Mortgages of said County.

SS.

19.77, before me, the undersigned, a

Witness my hand and seal of County affixed.

W4. D. MILNE County Clerk By Alarel Maz-L Deputy

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed an 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 ar it to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith togother with said ed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the

FEE \$ 6.00-

First Federal Savings and Loan Association, Beneficiary

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