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19 77 between William L. JULY THIS TRUST DEED, made this 22nd day of RAYMOND E. GROSSMAN AND JACQUELINE R. GROSSMAN, Husband and Wife/ Sisemore KLAMATH KT AMATTH

01-10807

TRUST DEED

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:

Lot 37, Block 2, ROLLING HILLS SURDIVISION, TRACT NUMBER 1099, 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,

together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or

This trust deed shall further secure the payment of such additional money, any, as may be loaned hereafter by the beneficiary to the grantor or others wing an interest in the above described property, as may be evidenced by a te or notes. If the indebtedness secured by this trust deed is evidenced by ore than one note, the beneficiary may credit payments received by it upon y of said 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 trustce 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.

securities 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 leveled against bedress of the said area and agrees to pay said note according to the terms add property; to keep said property let all buildings in course of construction eedence over this trust deci said premises within six months from the date or hereafter construction is hereafter commenced; to repair and reators hereomity which there and agrees and agrees and pay, when due, all times during construction; to replace any work of months from the date beneficiary within filteen days all works of the total agrees and fact; not to remove or destroy to langeet said property every to beneficiary within filteen days all promises on the reater constructed on said promety buildings and improvements now or hereafter of said promises to beep all buildings and improvements now or hereafter of said premises in the continual prometies and to commit or suffer in a sum not less trans the original principal sum of hereafter ficiary and to delive the original principal sum of hereafter if a sum not less trans the original principal sum of hereafter if all optices the the original principal sum of hereafter ficiary and to delive the original principal sum of hereafter if all optices the original principal sum of hereafter and with approved loss pays the clinetical place of housines of the beneficiary attached and with approved loss pays the clinetical place of any such policy of insurance. If if all policy of insurance is not so tendered, the beneficiary attached and with approved loss pays the clinetical place of pusiness of the beneficiary at las orm discretion obtain insurance for the beneficiary with insurance. If insurance is not so tendered, the beneficiary attached and with approved loss pays the clinetical place of pusiness of the beneficiary the insurance. If in

shall be non-canceriance by the granter during the run term of the policy thus obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levid or assessed against the above described property and hourance prenumm while the indebtdeness secare hereby is in excess of 80.6 for the lesser of the original parchase price paid by the granter at the lime the loan was made, grantor will pay to the interficienty in addition to the monthly payments of principal and interest payable under the terms of the not origination secure discussion will be a secure discussion of the secure discussion will be a secure discussion of the secure discussion will be a secure discussion of the secure discussion will be a secure discussion of the secure discussion will be a secure discussion of the secure discussion and the sect payable under the terms of the not secure discussion and the secure discussion and a secure discussion of the secure discussion and the the discussion and the secure discussion and the

Write the granter is to pay any and all taxes, ascessments and other charges leded or ascessed ancient sold property, or any part thereof, hefore the same begin to beer interest and also to pay prerious on all insurance policies upon said property, such pay-ments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges leded or imposed egaints said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments so other charges, and to pay the insurance prehime in the amounts shown on the statements submitted by the insurance carriers or their rep-resentatives and to withdraw the same submitted by the insurance carriers or their rep-resentatives and to withdraw the sums which may be required from the reserve ance are responsible for failure to have any insurance written or for any loss or anionized, in the event of any loss, to compromise and settle with any insurance written or for any loss or anionized. In the event of any loss, to compromise and settle with any frequency thay end to anophy any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indeddedness for payment and satisfaction in full or upon sale or other

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acquisition of the property by the heueficiary after default, any balance remaining reserve account shall be credited to the indebtedness. If any authorized reserve for taxes, assessments, insurance premiums and other charges is not sufficient time for the payment of such charges as they become due, the granutor shall deficit to the beneficiary upon demand, and if not paid within ten days after such the beneficiary may at its option add the amount of such deficit to the principal obligation secured hereby.

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selficienty may at its optimil and the analysis and the foregoing covenants, it school the grantor fail to keep any of the foregoing covenants, it efficienty may at its option carry out the same, and all its expenditure shall draw interest at the rate specified in the note, shall be repar-grantor on domand and shall be secured by the lien of this trust a connection, the beneficiary shall have the right in its discretion to improvements made on shid premises and also to make such repair perty as in its sole discretion it may deem necessary or advisable then the

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 have, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, free and expenses of this trust, including the cost of title search, as will as the other costs and expenses of the truster incurred in containing to appear in and default any action of the truster incurred in containing to appear in and default any action of the barder providing to affect the secur-to appear in and default any action of the barder barder of the and there is an to provide the security of the court, in any such action or proceeding in which the beneficierry or trustee may appear and in any suit brought by bene-ficient to forcelose this deed, and all said sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on writien 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 under the right of eminent domain or condemnation, the beneficiary shall the right to commence, prosecute in its own name, appear in or defend a tion or proceedings, or to make any compromise or settlement in connection such taking and, if its oelects, to require that all or any portion of the m payable as compensation for such taking, which are in excess of the amo-or incurred by the grantor in such proceedings, shall be palares and atty-fers free necessarily and of the upon any reason methods and proceedings, and the proceedings, halm completences on the such actions and exceute such instruments and the recessary in obtaining such compensation, promptly upon the benefit request.

request. 2. At any time and from time to time upon written request of the beneficis 2. At any time and from time to time upon written request of the b ficiary, payment of its fees and presentation of this deed and the note for dorsement (in case of full reconveyance, for cancellation), without affecting inability of the making of any map or plat of taking property. (b) Join in gran are seement or creating and restriction thereon, (c) Join in any subordina or other agreement affecting this deed or the line or charge hereof: (d) recon without warranty, all or any map to f the property. The grantee in any recon mance may be described as the "preson or persons legally entitled thereto" the tredits therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustee's fees for any of the services in this parage shall be \$5.00.



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The entering upon and taking possession of said property, the collection rents, issues and profits or the proceeds of fire and other insurance pol-componsation or awards for any taking or damage of the property, and direction or release thereof, as aforesaid, shall not cure or waits any do-r notice of default hereunder or invalidate any act done pursuant to vice. icles or the app fault or

5. The grantor shall notify beneficiary in writing of any sale or con-for sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as d ordinarily be required of a new loan applicant and shall pay beneficiary rice charge.

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 sgreement hereunder, the beneficiary may declare all sums secured hereby im-nediately due and payable by delivery to the trustee of written noilee of default and election to sell the trust property, which notice trustees shall cause to be duly filed for record. Upon delivery of said notice of default and election to selly the heneficiary shall deposit with the trustee this trust deed and all promiseny trustees shall fit with end place of sais and give notice thereof as then required by law. ees shall fix red by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sate, the grantor or other person so privileged may pay the entire amount thea due under this trust deed and the obligations secured thereby (including costs and express actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding 550.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the defauit.

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nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, coaveying the pro-perty so sold, but stillout any overant or warranty, express or implied. The recitais is 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 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 trust deed. (3) to all persons having recorded liens subsequent to the interests of the trustee in tout deed as their interests appear in the order of their priority. (4) The surplus, if any, to the grantor of the trust feed or to his successor in interest entitled to such surplus.

ficed or to his successor in interest cutified 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 berein or to any successor trustee appointed hereunder. Upon such appointment all title, powers and duits conferred upon any trustee herein parted or appointment such appointment and substitution shall be made by mast all the powers by the beneficiary, containing reference to this county clerk or recorder of the record, which, when recorded in the office of the county clerk or recorder of the property appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow. It. Trustee accepts this trust when this deed, duly executed and acknow. The trustee is not obligated to the trustee is not obligated to the 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 unress such action or proceeding is brought by the trustee. 12. This deed applies to hurse to the benefit of, and binds all parties hereto, their heirs, legatees devices, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not name! as a beneficiary herein. In constraining this deed and whenever the centext so requires, the ma-culing gender includes the feminine and/or neuter, and the singular number for cludes the plural.

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 recordution of said notice of default and giving first by him to said notice of sait, either as a whole of the time and plant in such order as he may do termine, at public said property at the time and plant in such order as he may do termine, at public said in the time of said. Trustee may postpone saie of all or any either said the time of said. Trustee may postpone saie of all or any portion of said property by public announcement at such time and place of sait and from time to the thereafter may postpone the sale by public an-IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. (SEAL) UNOSoman (SEAL) facqueline t STATE OF OREGON JULY 19.77., before me, the undersigned, a day of. THIS IS TO CERTIFY that on this. Notary Public in and for said county and state, personally appeared the within named RAYMOND E. GROSSMAN AND JACQUELINE R. GROSSMAN, Husband and Wife IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my potarial seal the day and year last above written Luck Cures Notary Public for Oregon My commission expires: 5-14-80 (SEAL) i. STATE OF OREGON } ss. KR* 4 Loan No. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 22 day of July , 1977, at 10:47 o'clock A M., and recorded (DON'T USE THIS SPACE; RESERVED FOR RECORDING in book M 77 on page 13053 Record of Mortgages of said County. LABEL IN COUN TIES WHERE USED.) TO FIRST FEDERAL SAVINGS & Witness my hand and seal of County affixed. LOAN ASSOCIATION Bene Wm.D. Milne County Clerk Atter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. fat Mc Cullough By Fce\$6.00 Klamath Falls, Oregon REQUEST FOR FULL RECONVEYANCE والمحالية المتحرك 1.10 2.15 To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by sold trust deed and 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 Trustee First Federal Savings and Loan Association, Beneficiary ្បាន ទោះ ទោះ 化二氟化合物检测发音 紅嘴 19 DATED: 3503 See Sail South -3