33832

01-10816 TRUST DEED

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THIS TRUST DEED, made this 9th day of ...

JACK L. HOGGARTH AND MARY W. HOGGARTH, Husband and Wife William L. Sisemore 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:

A parcel of land situated in the N½ of the SW½ of the NW½ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Section 11, Township 39 South, Range Beast of the Willamette Meridian; thence South 00131 East along the West line of said Section 1662.5 feet to the intersection with the center Nine of a 60 foot road; thence North 890441 East along the center line of said road 399.4 feet, to the true point of beginning; thence North $0^{\circ}07^{\circ}$ West 332 feet more or less to an iron pin in the Northerly boundary of the Nig of the SWig of the NWig of said Section; thence South 89047' West along the said boundary line 219.4 feet, more or less, to the center line of the U.S.R.S. Drain Ditch 1-C-9-A as constructed about 1933; thence South 0007 East along said center line 332 feet more or less to the center line of before mentioned 60 foot road; thence North 89044%! East along said center line 219.4 feet, more or less to the true point of baginning.

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

together with all and singular the appurtenences, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or together with an and singular the appurehences, renements incompanions. The above described premises, and all plumbing, lighting heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetion blinds, floor

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafted by the beneficiary to the grantor or others having an interest in the above deemed property, as may be evidenced by a note or notes. If the indebtedness exceed property, as may be evidenced by a more than one note, the beneficiary may around payment 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,

usy of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

The part of early payment on one note and part on another, as the beneficiary may elect.

The partor hereby covenants to and with the trustee and the beneficiary series in the partor hereby covenants to and with the trustee and the beneficiary series and property conveyed by this trust dealer of all persons whomeover.

The grantor covenants and appears to pay said note according to the terms accorded and the claims of all persons whomeover.

The grantor covenants and agrees to pay said note according to the terms acreed and, when due, all taxes, assessments and other charges levied against the claims of all taxes, assessments and other charges levied against the claims of all taxes, assessments and other charges levied against the covery to been add property free from all encourances having pretereof and, when due, all taxes, assessments and other charges levied against the covery this trust deed; to complete all buildings in courances having pretereof or the covery of the contraction of the covery the contraction of the covery the covery of the covery the covery of the covery of the covery the covery of the

discretion obtain insurance for the persons during the full term of the policy thus shall be non-cancellable by the grantor during the full term of the policy thus shall be non-cancellable by the grantor during the full term of the policy that for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges produced the property and insurance pramium while the independent secured herby is in excess of 80% of the lesser of the original purchase produced by the grantor at the time the loan was made, grantor will pay to the benefitiary in addition to the monthly payments of principal and interest payable under the terms of the none or obligation secured, bereigh on the date installments on principal and interest the none or obligation secured; bereigh of the taxes, assessments, and other charges due and payable with respect to all property within each succeeding 12 months and also 1/38 of monthly bands with the property within each succeeding three years the links Trust Deed is in effect as circulanced and directed by the benefitiary. Renefitied this Trust Deed is in further to all and amounts at a rate not less than the highest stand pay to the grantor by obnic out their open passbook accounts minus 3/4 of 1/6. In authorized to be paid from the property of the grantor by carding the errow account the amount of the interest due.

While the granter 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 distress and also to pay premiums on all insurance policies upon and property authorized ments are to be made through the beneficiary, as aforesaid. The granter hereby suthersess the beneficiary to pay any and all taxers, assessments and other charges levied amposed collector, of such taxes, assessments or other charges, and to pay, the insurance more almost a collector, of such taxes, assessments or other charges, and to pay, the insurance carriers of their representatives and to withdraw the sums which may be required from the resortion of the sum which may be required from the resortion of their representatives and to withdraw the sums which may be required from the resortion of the resortion of the pays and the pays the sum of t

property as in its sole discretion it may deem necessary or advisable.

The granter further agrees to comply with all lawe, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the grant fire connection with or the other costs and expenses of the truster incurred in connection with or in the control of the sole of the truster incurred in connection with or in the control of the sole of the truster incurred in connection with or in the control of the control of

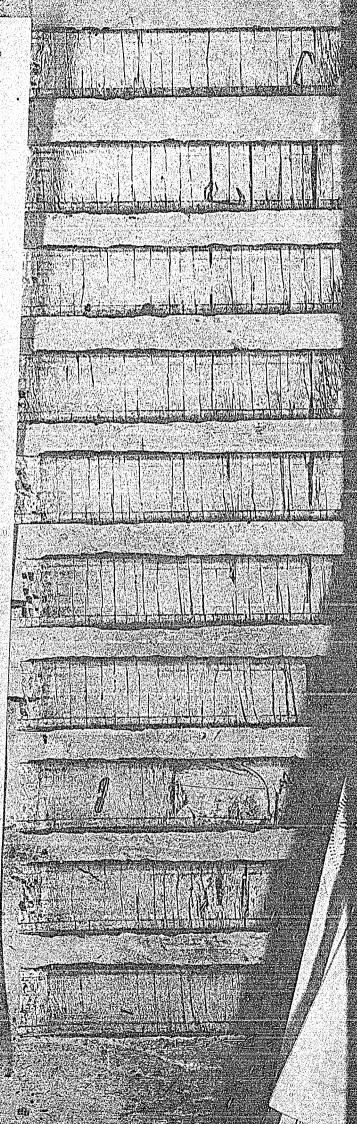
It is mutually agreed that:

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It in the event that any portion or all of said property shall be taken under the right of sminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or, devel and a second to or proceedings of the right to commence, prosecute in its own name, appear in or, devel any action or proceedings and if it to make any compromise or settlement in common with such taking and if it to make any compromise or settlement in common to the name of the compression of the taking, which are in excess of the amounty payable as compensation from taking, which are in excess of the amounty for any in reasonable costs and expenses and attorney's fees necessarily paid or incurrency the beneficiary in such proceedings, and the shalmon applied upon the indebtedness secured hereby; and the grantor agrees at its own expense, to take such actions and accounts and instruments as shall enecessary in obtaining such compensation, promptly upon the beneficiary's request.

* SAVING AND EXCEPTING A strip of land 30 feet in width along the South line of said premises to be used for road purposes.



Time of sead premises to be used for community. gavrings have exceptional and about the distance to teat in which along the scort 14429 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, (a) by 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. 10. For any reason permitted by law, the beneficiary may fr 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 accured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$5.00 each), other than such portion of the principal as would not then be due had no default occurred and thereby cure the default. 11. Trustee accepts this trust when this deed, duly executed and acknot ledged is made a public record, as provided by law. The trustee is not obligate to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which the grantor, beneficiary or trustee shall be party unless such action or proceeding is brought by the trustee. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Jod & Hoggarth Many W. Hoggarth STATE OF OREGON AUGUST Notary Public in and for said county and state, personally appeared the within named JACK L. HOGGARTH AND MARY W. HOGGARTH, Husband and Wife. to me possengily known to be the identical individual. S named in and who executed the foregoing instrument and acknowledged to me that THE S executed the same freely and voluntarily for the uses and purposes therein expressed. TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the play and WOTH DISTORT Notary Public for Oregon 4/24/8/ SEALU STONE € 0 F 0 € STATE OF OREGON Ss. County of Klamath Loan No. TRUST DEED I certify that the within instrument is so subjected to record on the 9th yg: tissat Mökey 85₀yddy oksAUGUST<u>ondesaar</u>,dS∏Ast batora nautioned to frow re (CONT USE THIS of A 3; 18t. o'clock: P.M., and recorded space; reserved in book: M77....on page in book: M77....on page line of Mortgages of said County. Record of Mortgages of said County. Witness my hand and seal of County tantisione sals centar linc pus esting penaton as (195.5) MGRE LOAN ASSOCIATION: 7688 20 20 1760 10 10 CH CHIRACEPULTA POUNTS A C 144 OT SETUTES ... Beneficiary for the first of the of the William To Control of the first of the control of the co Gredon, more particularly scanced of follows: Township 30 Sentil , Mand **Bednest Lou Litt' BECONAEAWICE** Maridian, Klamath Councy, A parcal of land situate was only spee oppositors year peer buffly MWh or Section in The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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 10: William Gamong Krywali. First Federal Savings and Loan Association, Beneficiary TACK L. HOCCARTE AND HARY H. HOCCARTE Tiusband and Wife

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