

THIS TRUST DEED, made this 10th day of AUGUST

HENRY JAMES CALDWELL, JR, A single Man.

William L. Sisemore

William L. Sisemore
Klamath 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 1, Block 6, Tract No. 1016 known as Green Acres, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

If the property is sold and this loan is assumed by the new purchasers or if Henry James Caldwell, Jr., terminates his employment with Klamath First Federal Savings and Loan Association, Klamath First Federal Savings and Loan Association hereby reserve the right to increase the interest rate to 9% per annum on the unpaid balance of this loan.

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 hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of enabling the performance of each agreement of the grantor herein contained and the payment of the sum of THIRTY ONE THOUSAND AND ONE (\$41,100.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$316.88 commencing February 20, 19 77.

1. What is the main purpose of the document?

17. *...and...*

It is hereby covenanted and agreed that the said grantor shall further secure the payment of such additional money, if any, as it may be determined that the said beneficiary is entitled to receive by the said trustee, by 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 upon any of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

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 liens and claims of all persons 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 precedence over this trust deed; to complete all buildings in course of construction hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner all buildings on said premises

hereof or the date construction is hereafter commenced, to repair and restore promptly and in good workmanlike manner any building or improvement or other real property which may be damaged or destroyed and pay, when due, all expenses therefor; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after notice in writing is given by beneficiary; in fact; not to remove or destroy any building or improvement or improvements hereafter erected on said premises; to keep all buildings and improvements on the hereafter erected upon said property in good repair and to commit or suffer no one to commit any act on said premises; to keep all buildings, property and improvements on or hereafter erected upon said premises continuously insured against loss by fire or such 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 notes 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 approval of the beneficiary to the beneficiary attached and with premium paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such renewal; that 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 nonassignable 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 the interest secured hereby is in excess of 80% of the net proceeds of the sale of the indebtedness secured hereby is in excess of 80% made or the beneficiary's original appraisal value of the property at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payment of principal and interest payable under the terms of the note or obligation secured hereby the said installment and other charges and interest are payable an amount equal to 1/12 within each succeeding 12 months and also 1/36 of the principal amount of the loan with respect to said property within each succeeding three years while the Trust is in effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor on said amounts at a rate not less than the highest rate authorized to be paid by banks in the State of California, which shall be 4%. Interest shall be computed at 4% of the rate of interest paid shall be 4%. If such rate is less than the monthly balance in the account and shall be paid quarterly.

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 payment to be made through the beneficiary, as aforesaid. The grantor hereby authorizes and agrees to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts 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 carriers or their representatives and to withdraw the sums which may be required from the reserve security fund, or any part thereof, for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to pay any such taxes, assessments or other charges, or for payment of a defect in any insurance policy, and the beneficiary agrees to hold the grantor innocent of any loss, to compromise and settle with any insurance company and to apply for any such insurance receipts upon the obligations secured by this trust deed. In computing the

amount of the indebtedness for payment and satisfaction in full or upon sale or other

reserve account shall be credited to the indebtedness. If any balance remaining in the reserve account is not required for the payment of taxes, assessments, insurance premiums and other charges to be paid by the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may exercise its option and 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 of _____ per annum.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trust.

in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any such action or proceeding in which the beneficiary or trustee may be brought by or against the beneficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

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 or all of said property shall be taken

[illegible]

2. At any time and from time to time upon written request of the beneficiary of the trust, the trustee shall execute and deliver to the beneficiary a deed of conveyance of the fee and presentation of this deed and the note for enablement (in case of the death of the grantor) without affecting the liability of any person for the payment of the indebtedness, (b) without affecting the making of any map or plat of said property, (c) join in granting any easement, (d) join in the execution of any deed, (e) join in any subordination of any warranty, all or any part of the property. The grantee in any conveyance may be described as the person or persons legally entitled thereto and the recitals therein of any matters or facts shall be conclusively taken to be true.

shall be \$3.00.

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 the performance of any agreement hereunder, grantor shall have the right to collect and receive all such rents, issues, royalties and profits as they may become due and payable. Upon rentals and profits earned prior to default at the time of the death of grantor, or if the grantor dies without having defaulted, the beneficiary may at any time without notice, either in person or through the beneficiary to be appointed by a court, and without regard to the adequacy of a release or satisfaction of the debt secured by this deed, demand and take possession of the same, rents, issues and profits, including those past due and otherwise collectible, and all other property owned or part thereof owned by grantor, and apply the same to pay said debts, less costs and expenses of operation and collection, liquidate

as the beneficiary may determine.

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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 \$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.

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, 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.

Henry James Caldwell Jr. (SEAL)

(SEAL)

STATE OF OREGON }
County of Klamath } ss.

THIS IS TO CERTIFY that on this 10th day of AUGUST, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named HENRY JAMES CALDWELL, JR., A Single Man,

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he 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)

Reverend Owens
Notary Public for Oregon
My commission expires: 5-14-80

Loan No. _____	STATE OF OREGON } County of Klamath } ss.
TRUST DEED	
TO _____ Grantor	I certify that the within instrument was received for record on the <u>17th</u> day of August, 19 <u>77</u> , at 10:24 o'clock AM., and recorded in book <u>M77</u> on page <u>15026</u> Record of Mortgages of said County.
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	WM. D. MILNE County Clerk
	By <i>Hazel Drayton</i> Deputy
	FEE \$ 6.00

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____