

executors and administrators shall warrant and defend his shall the threed against the claims of all persons whomsover. 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 interesting the said agrees of the said agrees of the series and property; to keep deed to complete all buildings in course of construction ordence over construction is hereafter commenced; to repair and restore promptly and is good workmaniks manner any building or improvement en-said property which may be damaged or destroyed and pay where y at all costs incurred therefor; to allow beneficiary to improve inits unsatisfactory to beneficiary within filteen days any building or improvement on the fact to to to remost or the date construction is hereafter comments on the fact beneficiary within filteen days any buildings and improvements new or constructed therefor; to allow beneficiary to improve the date of the date construction is to replace any tree and the fact in the fact to to remote oremises; to keep all buildings and improvements new or consultate of each premises; to keep all buildings, property and improvements by fire or such other hazards as the beneficiary may from the to combine the asymptotic the solical principal sum of acceptable to the benefic-sected by this trust deed, in a compily of insurance in correct form and with approved loss of yave being place of business of the beneficiary at least premum weight of the effective date of any such policy of insurance. If add policy of insurance is not so tendered, the beneficiary is is a sum allow of the beneficiary is of any such policy of insurance. If add policy of insurance is not so tendered, the beneficiary attached and with approved loss dyave begins to as endered, the beneficiary at its avera discretion obtain insurance for the beneficiary the policy of insurance. If add policy of insurance is not so tendered, the beneficiary way in its avera this benderiary. The insurance is

shall be non-cancellable by the grantor during the full term of the period obtained. That for the puttoes of protiding recularly for the promot payment of all taxes, assessments, and government charges teried or assessed against the above described pro-perty and heave the internal purchase price paid by the grantor at the above described pro-meters and associate the content of the property at the time the line the isan was used the original purchase price paid by the grantor at the line the isan was one more grantor will pay to the heave for a state or obligation secured incredy on the date installments on principal and interest are payable an amount equal to 1/12 of the taxes, assessments, and other clarges due and payable with respect to and property within each succeding 1 months and also 1/38 of the installments of the structure interest on and shows account and shall be performed and there the to a structure to be stated to their associate and the rest of the profession and the substance of the structure interest on said amounts at a rate too test in the high expect of such as the structure of the taxet of here a payable and here the structure that here the substance of the substance of the substance of the substance interest on said amounts at a rate too test than the high expect of such the substance of the taxet associate and all the structure that here the substance of the substance of the average interest of the open passhow accounts minds of the shall be computed on the average amonthy balance in the account and shall be paid quarterly to the grantor by crediting to the server account the annual of the interest due.

While the granter is to pay any and all taxes, assessments and other charges level or assessed architet sail property, or any part thereof, hefore the same begin to hear interest and also to pay premiums on all insurance policies tron said property, such pay-ments are to be made through the beneficiary, as aforesaid. The granter hereby suthorizes the beneficiary to pay any and all taxes, assessments and other charges level or impassed reasons and borberty. In the amount as shown by the statements thereof furnished by the rollector of such taxes, assessments and other charges level or impassed in the anounts shown on the statements include the laware and take rank resentities and to withdraw the sums which may be required from the reserve are furning the statements in the statements to hold the base ranks, responsible for failure to have any insurance written or far any loss or dominate, in the anount as any insurance written or far any loss or dominate, in the sent of any loss, to compromise and settle with any insurance comby shown on the strength or this track down in any loss or dominate, in the amount of a defect in any insurance policy, and the hereficiary hereby shown in a paylo and the apply any such insurance receipts upon the oblightions accured by this track down. In computing the amount of, the indededness for payment and satisfaction in full or upon sale or after

1. Ca. 2. 172 The hendiciary 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: It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, upper in or defend any ac-tion or proceedings, or to make any compromise or any portion of the money's payable as compensation for such taking, which are in acress of the amount re-payable as compensation for such taking, which are in acress of the amount re-payable as compensation for such taking, which are in acress of the amount re-payable as compensation for such taking, which are in acress of the amount re-payable as compensation for such taking, which are in acress of the amount re-payable as compensation in such proceedings, shall be paid to the beneficiary or incurred by the grantor in such proceedings, shall the paid to the beneficiary fress necessarily paid or incurred by this secured hereby; and the grantor agrees, at its own expense, to take such eccloses and execute such instruments as shall be necessary in obtaining such compensation, promptiy upon the beneficiary's request.

request. 2. At any time and from time to time upon writter request of the ficiary, payment of its free and presentation of this deed and the note dorsement (in case of uil reconveyance, for cancellation), without affect itsuiting of any making of any map or plat of said property; (b) join in any the recent of the payment of the industry (b) is any subor of other agreement affecting this deed or the lien or charge hereof; (d) re warranty, all or any part of the property. The grantee in any r inco may be described as the "operson or person sealle writed the truthfulness thereon. Truster's fees for any of the services in this pr shall be \$5.00. (d) rea be conclusive proof of services in this parage

truthfulness thereon. Finite's steps to any of the set to be address to

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ing upon and taking possession of said prop-ces and profits or the proceeds of fire and o ion or awards for any taking or damage of release thereof, as aforesaid, shall not cure f default hereunder or invalidate any act lication the

The grantor shall notify beneficiary in writing of any or sale of the above described property and furnish ben inplied it with such personal information concerning the relarity be required of a new loan applicant and shall p e charge.

Frice charge.
6. Time is of the essence of this instrument itor in payment of any indebtedness accured hered rement hercunder, the heneficiary may declare a liately due and payable by delivery to the trustee election to sell the trust property, which notice iteration to sell the trust property, which notice beneficiary shall deposit with the trustee this tr and documentia evidencing expenditures secu-tres shall fix the time and place of sale and priced by law. essence of this instrument and upor default

7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so lieged may pay the entire amount then due under this trust deed and colligations secured thereby (including costs and exponses actually incurred enforcing the terms of the obligation and trustee's and attorney's fees exceeding \$50.00 each), other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

t then be due had no certain occurren and thereby take the advention of add notice of ideaution at the time as may then be required by law following e recordation of add notice of ideaut and giving of add notice of asie, the state as a whole or in separate parcels, and in such order as he may de raile, either as a whole of the highest bidder for cash, in lawful money of the ited states, parable at the time of, sale. Trustee may postpone sale of all or the signest bidder for cash, in lawful money of the ited states, parable at the time of, sale. Trustee may postpone sale of all or the signest bidder for each, in lawful money of the ited states. property by p to time the

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the beneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provided herein, tee shall be proceeds of the trustee's sale as follows: (1) expense apply the proceeds of the trustee's sale as follows: (1) onable charge by she actualing the compensation of the trustee, an onable charge by she actualing the compensation of the trustee, and onable charge by she actualing the compensation of the trustee, and t deed, (3) Fo all persons having To the billigation secured by rests of the trustee in the trust deed as the billing the appear in r of their priority. (4) The surplus, if any, to the rests appear in t or to his successor in interest entitled to such surplus.

nouncement at the time fixed by the preceding postponement. The trun deliver to the purchasor his dees in form as required by law, conveying perty so sold, but without any covenant, or varanty, express or imp recitals in the deed of any matters or forts shall be conclusive pro-truthiuness thereoi. Any person, excluding the truttee but including the and the beneficiary, may purchase at the sale.

1 of to fits auccessor in interest entitien to such aurplus. 10. For any reason permitted by law, the heneficiary may from the appoint a successor to any frustee named herein, or to easor insteampoint or successors to any frustee named herein, or to easor insteampoint or successors to any frustee named herein, or to duties conferred upon any frustee hereinshall be vested with all title, pri-appointment and substitution shall be made by or appointed hereunder, inde beneficiary, containing reference to dhis trust decellary plan rd, which, when recorded in the office of the county derk or recorder by or counties in which the property is situated, shall be conclusive pro-er appointment of the successor Irustee.

per appointment of the successor irusiee, ii. Trustee accepts this trust when this deed, duly executed and acknow-sed is made a public record, as provided by law The trustee is not obligated notify any or public record, as provided by law The trustee is not obligated action or proceeding to of pending rate under any other deed of trust or of action or proceeding to of pending rate under any other deed of trust or of trustee action or proceeding is brought by the trustee shall be a ty unless such action or proceeding is brought by the trustee shall be a it. This deed applies to, haves to the benefit of, and black all parties to, their heirs, legates devices, administrators, esteutors, successors and gas. The term "beneficiary" shall mean the holder and owner, shereficiary fat. In construing this deed and whenever the context so requires, the mean he gender includes the feminine and/or neuter, and the singular number in-tes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the/day and year first above written. New Steeles on (SEAL) Sayle Stucklen STATE OF OREGON (SEAL) County of Klamath 65. 8th day of September THIS IS TO CERTIFY that on this\_\_\_\_ , 19 77, before me, the undersigned, a to me personally known to be the identical individuals. named in and who occurs they to be the identical individuals. They oscillated the same freely and voluntarily for the uses and purposes therein expressed. vpersonally known to be the identical individual a named in and who executed the foregoing instrument and acknowledged to me that 1 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notatial seal the day and year last above written and the straight of the second straight of the second second second second second second second second second s Notary Public for Oregon My commission expires: 11-12-78 (SEAL) Loan No. ... STATE OF OREGON County of Klamath TRUST DEED I certify that the within instrument (DON'T USE THIS (DON'T UBE THIS BFACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.) in book M77 on page 16787 Grantor Record of Mortgages of said County. TO FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION affixed. Whecording Return To: FIRST FEDERAL SAVINGS <del>\$40 Main St. Sharta</del> Klamath Falls, Oregon Benefician WM. D. MILNE By Simethas Letach FEE \$ 6.00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: William Ganong The undersigned is the legal owner and holder of all indebiedness 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 ordences of indebiedness secured by said trust deed (which are delivered to you herewith location with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now hold by you under the 4.4.4 First Federal Savings and Loan Association, Beneficiary DATED: 1. . . . 16787 WARTS COLOR STR