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TRUST DEED Vol. 72 Page 17026

THIS TRUST DEED, made this 12 day of September, 1977, between  
 MICHAEL DAN BENTON AND PATRICIA ANN BENTON, HUSBAND AND WIFE,  
 as grantor, and WILLIAM SASSMORE, as trustee, and

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 24, EXCEPTING the Northeasterly 1 foot thereof,**  
**in KENNICOOT COUNTRY ESTATES, 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  
 hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilation,  
 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 securing  
 performance of each agreement of the grantor herein contained and the payment of the sum of **TWENTY-SIX THOUSAND NINE  
 HUNDRED AND TWO 100/100 Dollars**, with interest thereon according to the terms of a promissory note or even date herewith, payable to the  
 beneficiary or order and made by the grantor principal and interest being payable in monthly installments of **226.77**, commencing  
 October 20, 1977.

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 others  
 having an interest in the above described property, as may be evidenced by  
 one or more 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 grantor hereby covenants to and with the trustee and the beneficiary  
 herein that the above premises and property conveyed by this trust deed are  
 free from all encumbrances and that the grantor will and his heirs,  
 executors and administrators shall warrant and defend his said title to said  
 property against the claims of all persons whomsoever.

The grantor covenants and agrees to pay any note according to the terms  
 thereof and, when due, all taxes, assessments, rents and other charges levied against  
 said property; to keep all buildings, property and improvements free from  
 decay, damage or destruction; to complete all building in course of construction  
 or hereafter commenced on and premises within six months from the date  
 hereof; to have construction of same commenced, to repair and restore  
 property which may be damaged or destroyed and to whenever due, all  
 costs incurred therefore; to allow beneficiary to inspect said property at all  
 times during construction to replace and repair materials unsatisfactory  
 to beneficiary within fifteen days after written notice from beneficiary of such  
 fact; not to remove, deface, alter, build or improvements now or hereafter  
 constructed on said premises; to keep all buildings and improvements now or  
 hereafter erected on said premises in good repair and to commit or suffer  
 no waste on said premises; to keep all buildings, property and improvements  
 now or hereafter erected on said premises continuously insured against  
 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 obligation  
 secured by this trust deed in company or companies acceptable to the  
 beneficiary and to deliver original policies of insurance in correct form and with  
 approved loss payable clause to the office of business of the beneficiary at least  
 fifteen days prior to the effective date of any such policy of insurance. If  
 said policy of insurance is not so tendered, the beneficiary may in its own  
 sole discretion obtain insurance for the benefit of the beneficiary, which amount  
 shall be non-cancellable by the grantor during the full term of the policy  
 obtained.

That for the purpose of providing funds for the prompt payment of all taxes,  
 assessments, and governmental charges levied or assessed against the above described prop-  
 erty, and insurance premium while the indebtedness secured hereby is in excess of 80%  
 of the lesser of the beneficiary's original appraisal value of the property at the time the loan was  
 made or the grantor's original appraisal value of the property at the time the loan was  
 made to the beneficiary. In addition to the monthly payments of  
 principal and interest payable under the terms of the note or obligation secured hereby  
 the monthly payments of principal and interest, are payable an amount equal to 1/12  
 of the taxes, assessments, and other charges due and payable with respect to said property  
 plus 1/12 of the insurance premium paid by the grantor to the beneficiary. The grantor  
 agrees to add property within each succeeding three year period to the monthly  
 interest on said amounts at a rate not less than the highest rate authorized to be paid  
 by banks on their open passbook accounts minus 1/4 of 1%. If such rate is less than  
 1%, the rate of interest paid shall be 1% interest that be computed on the average  
 monthly balance in the account and shall be paid quarterly to the grantor by crediting  
 to the reserve account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges levied  
 against the grantor, and/or, or any part thereof, before the same begin to bear  
 interest and to pay premiums on all insurance policies upon said property, the grantor  
 agrees to do so through the beneficiary, as aforesaid. The grantor hereby authorizes  
 the beneficiary to collect any and all taxes, assessments and other charges levied  
 against the grantor and to remit the same to the grantor, in the amount shown  
 on the statement of account, or the amount carried on their re-  
 ceivable account, or withdraw the same when so required from the trustee account  
 of any established for that purpose. The grantor agrees to event to hold the beneficiary  
 responsible for failure to make any payment when due or for any loss or damage growing  
 out of a defect in any insurance policy and the beneficiary hereby is authorized to the  
 extent of any loss, to compute and settle with any insurance company and to apply any  
 such insurance received upon the obligations secured by this trust deed. In computing the  
 amount of the indebtedness for payment and satisfaction in full or upon sale of other  
 property, the grantor shall be entitled to deduct the amount of the insurance received.

As additional security, grantor hereby assigns to beneficiary during the  
 continuance of these trust all rents, issues, royalties and profits of the  
 property affected by this trust, and of any personal property located thereon. Until  
 grantor has paid in full the amount of any indebtedness secured hereby or in  
 the performance of any agreement hereunder, grantor shall have the right to col-  
 lect upon rents, issues, royalties and profits of the property affected by this trust  
 and to receive the same. Should any default by the grantor hereunder, the  
 beneficiary may at any time without notice, either personally or by agent,  
 serve to be appointed by a court, and without regard to the desirability of a  
 sale, for the indebtedness hereby secured, enter upon and take possession of  
 said property, or any part thereof, in its own name, or for or otherwise collect  
 the rents, issues and profits, including operation and collection, including reason-  
 able attorney's fees, upon any indebtedness secured hereby, and in such order  
 as the beneficiary may determine.

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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 due date or notice of default hereunder or invalidate any act done pursuant to such notice.

4. The grantor, his wife, beneficiary, or any other person holding title or interest in 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.

5. 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 the sum secured hereby immediately due and payable, deliver to the trustee a written notice of default, and elect to sell the 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.

6. After default and any time prior to five days before the date set by the trustee for the trustee to collect the grantor's or other person's obligation to pay the above described property, and furnish beneficiary, 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 \$50.00 each), other than such portion of the principal as would then be due had no default occurred, and thereby cure the default.

7. 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, said notice of sale being the time of sale, in such manner as he deems best in his judgment, in order as he deems best, 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 an-

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, encumbering the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matter or fact 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.

8. When the trustee sells in respect to the power 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.

9. If, 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 any conveyance to the successor trustees, 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.

10. 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.

11. This deed applies to trustees, to the benefit of all bona fide third parties, and to the heirs, executors, administrators, 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.

X *Michael Dan Benton* (SEAL)  
Michael Dan Benton

X *Patricia Ann Benton* (SEAL)  
Patricia Ann Benton

STATE OF OREGON  
County of Klamath

THIS IS TO CERTIFY that on the 13<sup>th</sup> day of September 1977 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named, MICHAEL DAN BENTON AND PATRICIA ANN BENTON, Husband and Wife,

(to me personally known to be the identical individuals named in and who executed the foregoing instrument and acknowledged to me that they 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.

*Donald H. Page*  
Notary Public for Oregon  
My commission expires 4/24/81

Loan No. _____ <b>TRUST DEED</b>	STATE OF OREGON County of Klamath ss.
Grantor _____ TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	I certify that the within instrument was received for record on the 13 <sup>th</sup> day of September 1977 at 11:27 o'clock A.M. and recorded in book M7 on page 17026 Record of Mortgages of said County. Witness my hand and seal of County affixed. Wm. D. Milne County Clerk By <i>Bernard J. Litch</i> Deputy
FEE \$6.00	

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

TO: William Gamong, 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  
RECEIVED, DATED, 1977, BY THE TRUSTEE, WILLIAM GAMONG, AT 12:00 PM  
DATED: 12-14-77  
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