

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

This trust deed shall further secure the payment of such additional money, any, as may be loaned hereafter by the beneficiary to the granitor 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 devidenced by a 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.

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any or sain rouse of part of any particle of the trustee and the beneficiary as the beneficiary may elect. . The grantor hereby covennuts to and with the trustee and the beneficiary brein 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, security and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto spains the claims of all persons whomsoever. The grantor covenants and agrees to pay said note according to the terms thereof and, who leave all taxes, assessments and other charges levied agains ind property into the all taxes, assessments and other charges levied agains thereof and, who leave all property free from all encumbrances having pro-cedmes after constructed on said premises within six months from and restore person of the date construction is hereafter commenced; to eruppovement on said property which may be damaged or destore and encount property which may be damaged or destore and the provement of times during construction; to replace any to ormaterials unsatisfactory to beneficiary within fifteen days after unlidings or improvements new or hereafter constructed or said premises; to prevent and the comment of the new rest of said premises; to prevent and the provements new or hereafter erected upon said to keep all buildings, and improvements new or hereafter erected upon said to keep all buildings, and improvements new or hereafter the heardnas the beneficiary may from time to time requires new or hereafter the heardnas the beneficiary may from time to the requires in a said project can be and principal said of the hereafter in a said project is and principal said of the beneficiary and the deve times during the track deed, in a company or companies acceptability at hear and the requires of the beneficiary may from time to the prevention in a said project is not as to heard against loss by fire or such less than the original principal said of the hereafter and was been the said and principal said of the beneficiary at least if a out of issue the target and have of the beneficiary may from and with provide loss payable clause in favor of the beneficiary may from and with provide loss payable clause in favor of the beneficiary, which insurance. If said policy of insurance for the beneficit the beneficiary, which insurance

small be non-cancellaple by the grantor during the full term of the policy thus obtained. That for the purpose of problems for the prompt payment of all taxes, necessarily, and governmental energy level or assessed against the above described property and insurance premium will the indebtedness secure hereby is in access of 80 % of the level of the observed problems of the level of the problems of the level of the problems of the level of the problem of the level of the problem of the level of the problems of the level of the problem of the level of the problems of the level of the problems of the level of the problem of the level of the problems of the level of the problem of the level of the problems of the level of the problem of the level of the problems of the level of the le

While the grantor is to pay any and all taxes, assessments and other charges lexied or assessed against said property, or any part thereof, before the same begin to hear interess, and also tonde through the beneficiary, as a directaid, and the property, such pay-ments are to be used to any premiums on all insurance policies upon said property, such pay-ments are to be used and all taxes, assessments and other charges lexied or imposed into teneficiary pays and all taxes, assessments and other charges lexied or imposed against and priori taxes, assessments or other charges, and to pay the insurance promised in the anomine stown on the statements submitted by the insurance carriers over a count, if any, established for that purpuse. The grantor access in no react a count, if any calculations of the purpuse insurance written or for payed to be deficitary responsibilite for failure to have any insurance written or for payed to apply any event of any loss, to compromise and settle with any bus trust deed. In computing the amount of the inductations accurately this trust deed. In computing the amount of the inducted interest for payment and satisfaction in full or upon sale or other amount of the inducted for payment and satisfaction in full or upon sale or other

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

gation secured hereby. Should the granhor fail to keep any of the foregoing covenants, then the leftchary may at its option carry out the same, and all its expenditures there-shall thereast at the rate specified in the note, shall be repayable by some demand and shall be secured by the lien of this trust deed. In sometion, the beneficiary shall have the right in its discretion to complete improvements made on said premises and also to make such repairs to said perty as in its sole discretion it may deem necessary or advisable.

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property as in its sole discretion it may doem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expanses of this trust, including the cost of tills exact, as well as the other other other and expenses of the trustee incurred in connection with or in enforce this obligation; and trustee's and attorney's fees actually incurred; by precision of the restrictions of the cost of tills exact, and to pay all to the other other others of the senteliciary or trustee; and to pay all to the other other other others of the beneficiary or trustee; and to pay all to the other other relates or powers of the beneficiary or trustee; and to pay all the presention is the other of the trustee's and attorney's fees in which the beneficiary or trustee may appear and in any suit brought by bene-ticary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary 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: 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, prescute in its own marce, appear in or defend any ac-tion or proceedings, or to make any compromise or activemention of the monetion such taking and, if it is olects, to roquire that all or any cost of the amount re-payable as compensation for such taking, which are in excess of the amount re-guired to pay all reasonable costs, expenses and attorne's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and uppenses and attorney's tess necessarily paid or incurred by the beneficiary is such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request. It is mutually agreed that:

be necessary in obtaining such compensation, promptly upon the beneficiary's request. 2. At any time and from time to time upon written request of the bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) Join in granting any easement or creating and restriction thereon, (c) Join in any subordination or other agreement affecting this deed or the indebtedness in any reconvey without warranty, all or any part of the property. The grantee in any reconvey and the recitals therein of any matters or facts shall be conclusive proof of the services in this paragraph shall be \$5.00.

shall be \$5.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalides and profits of the pro-continuance of these trusts all rents, issues, royalides and profits of the pro-grantor shall default on the payment of any indebtedness secured herebn. Until the performance of any agreement hereunder, grantor shall have the right to col-the performance of any agreement by default by the grantor hereunder, the bene-become due and ney time without notice, either in person, by agent or by a re-citiary man, by time without notice, either in person, by agent or by a re-citiary may part thereof, in its own name sue for or otherwise collect the same, less cost and expenses of operation and cube, and unpaid, and apply the same, less cost and expenses of operation and cube, and unpaid, and apply all entry in determine.

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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, conveying the pro-perty so solid, but without any covenant or warranty, espress or implied. The recitais 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.

and the principly, may purchase at the same. 9. When the Trustee sale purchast 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 correct sale as follows: (1) and reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) fo all persons having recorded lies 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, phone and the successor and the successor trustee, the latter shall heppointent and without convexand and substitution shall be made by written instrument executed by the beneficiary containing reference to this trust deed and the place of the successor trustee in the office of the county of counties in the successor trustee in the successor to be successed to be and even the successor trustee of the successor trustee of the successor trustee of the successor to be successed to be county of the successed to be successed to be constructed to be and the successed trustee.

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4. The entering upon and taking possession of said property, the collection of such rents, issues and profile or the proceeds of fire and other insurance po-icles or compensation or awards for any taking or damage of the property, and the application or release thereof, as aloreasid, shall not cure or waive any do-fault or notice of default horounder or invalidate any act done pursuant to such notice.

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5. The grantor shall notify beneficiary in writing of any sa's or confor sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as ordinarily be required of a new loan applicant and shall pay beneficiary isce charge.

a service charge.
6. Time is of the essence of this instrument and upon default by the grantom in payment of any indebtedness secured hereby or in performance of any agreement of a secure detailed by the secure of the secure default by the secure detailed by the secure default of the secure default and secure default are secured hereby which notice trustees while and secure default and secure default and secure default are secure default and secure default and secure default and secure default are secure default and secure default and secure default are secure default and secure default and secure and documents evidencing expenditures sociard hereby, where hereby and thereby and trustees shall fix the time and place of sale and give notice thereof as then required by jaw.

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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 diaged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses 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.

bot inch be due had no defauit occurred hau increay cure the uctaut. 8. After the lapse of such time as may then be required by law following the recordation of all notice of defauit and giving of said notice of saie, the trustee shall not a such that the state of the said of the said that of saie, either as a whole or in a substitute and place fixed by him in said notice of saie, either as a whole or in a substitute and place fixed by the said said. termine, at public auction to the bighest bidder for cashs in lawful more and of 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-

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Bitoper appointment of the successor trustee. II. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, henchleitary or trustee shall be a party unless such action or proceeding is brought by the trustee. I. This deed applies to, hurres to the benefit of, and binds all parties hereto, their heirs, legatess devisees, administrators, executors, successors and assigns. The term "beneficiary" shall meen 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 require, the una-cultude the plant. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. llia N. Kohe William H. Rokes (SEAL) Ima. B. Ropes STATE OF ORECON .(SEAL) Elma B. Rokes STATE OF ORECON County of Klemedia-TRLN 17-4 THIS IS TO CERTIFY that on this <u>28764</u> day of THIS IS TO CERTIFY that on this <u>28 n4 day of</u> <u>September</u>, 19 77, before me, the unders Notary Public in and for said county and state, personally appeared the within named <u>WILLIAM H. ROKES AND</u> ELMA B. ROKES to me personally known to be the identical individual. S. 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 hereunio set my hand and affixed my notarial seal the day nd year last above written. Notary Public for progon Confi Formers My commission expires: 0 th RICHARD J. ANGELL NOTARY PUBLIC-CALIFORNIA (SEAL) COUNTY OF TRINITY My Commission Expires Nov. 28, 197 STATE OF OREGON County of Klamath ss. Loan No. TRUST DEED I certify that the within instrument was received for record on the 3rd day of <u>OCTOBER</u>, 19.77., at 3;52 o'clock PM., and recorded in book M77 on page 18796 (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) Granto Record of Mortgages of said County. TO FIRST FEDERAL SAVINGS & Witness my hand and seal of County LOAN ASSOCIATION affixed. Beneficiary After Recording Return To: WM. D. MTLNE Sounty Clerk FIRST FEDERAL SAVINGS ByBernetha 540 Main St. Klamath Falls, Oregon Doputy 317 FEE \$ 8.00 set of grant ritic (car se Spo dar Aller 479.00 REQUEST FOR FULL RECONVEYANCE Newschick Top 197 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 sold 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 indebiedness 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 hold by you under the same. First Federal Savings and Loan Association, Beneficiary and the second secon el-distant by. DATED: 19 JSSSC 363.80 Con a ran iv methodal and the Star Parts 1 The second second ALC: NO 

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