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133 TRUST DEED

..... 19 . 7.7..., between KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

United States, as beneficiary; The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sule, the property in

..... County, Oregon, described as:

Lot 5 in Block 5 of TRACT 1035, GATEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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, iy, as may be loaned absenter by the beneficiary to the granted or others us an interest in the above described property, as may be a sevidenced by a or notes. If the secure of by this trust deed is evidenced by or notes. If the beneficiary may credit payments are ceived by it upon that once or part of any payment on one note and part on another, he beneficiary may elect.

of and noises of part of any payment on one not and part on another, ne beneficiary may elect. The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his heirs utors and scimularizations shall warrants and defend his said title thereto nat the claims of all percess whomsoever.

utors and administrators shall warrant and defend his said title thereto inst the claims of all persons whomsoever. The grantor covenants and agrees to pay said note according to the terms roof andry: to keep said property free if buildings in course levied against provide the trust deed; to complete as within six months from the date of or the date construction like manner any building or nomence date and property which carry to allow beneficiary to improve the instruction date date construction like manner any building or nomence date and property which carry to allow beneficiary to improve mains now or hereafter to include the first of the start of the start of the start of the date of the date construction in the manner any building or nomence date to property which carry to allow beneficiary to improve mains now or hereafter enduring thin fifteen days after, written nimprovements now or hereafter intructed on said promises to keep in good repair and to soom the start truncted on said promises; to keep in good repair and to commit or an endur-tion or said promise; of allow beneficiary for any the start of the require. The or such other than the original principal sum of accentable to the benefic-ation of the date of the original point of the start of time require. The or such other than the original point of command in a context or obligation a sum notic struct of cause in favor of business of the iterable to the beneficiary and point of insurance is for the beneficiary may throm the start of time require. The days prior to the start is or theorement of the beneficiary and with the of insurance is or the beneficiary may such policy of insurance and with a policy of insurance is or the beneficiary may and not be policy thus tail he non-cancellable by the granter during the full term of the policy thus tail he concancellable by the granter during the full term of the policy thus tail he concancellable by the granter during the full term of the policy thus

e non-cancellable by the grantor during the full term of the policy thus d. at for the purpose of providing regularly for the prompt payment of all taxes only, and governmental charges level or assessed against the above described pro-dinsurance prendum while the indebtences accured hereby is in excess of 80% the beneficiary's original appraisal value of the property at the time the loan wa ender the beneficiary's original appraisal value of the property at the time the loan of the source prendum while the indebtences accured hereby is in excess of 80% the beneficiary's original appraisal value of the property at the time the loan wa designation of the property at the time the loan wa the beneficiary's original appraisal value of the property at the time the loan designation of the source of the property at the time the loan value and interest payable under the terms of the noise or obligation secured hereby date installments on principal and interest are payable an amount equal to 17/17 the installments on principal and interest are payable with respect to said propert each succeeding 12 months and allow 1/36 of the insurance premum Dayable with to said property within each succeeding three years while this Trust. Deed with we estimated and directed by the beneficiary ball predictor shall pay to the granto on said amounts at a rate mote within the highest rate authorized to be and is nor their open passhock accounts at 5/4 of . If the install we computed on the average balance in the account and shall be paid quarterly to the grantor by creditin incrow account the amount of the interest due. That for the

e escrow account the aneunt of the interest due. While the grantor is to pay any and all taxes, ascentises and property, or any part thereof. est and also to pay premiums on all ranzance polices are to be made through the beneficiary, as aforesaid beneficiary, to pay any and all taxes, assessments and to a such taxes, assessments or other charges, and ctor of such taxes, assessments or other charges, and relative and to withdraw the sums wholi may be relative and to the aurone whole, any can be anound to a defect to taxe any insurance written or on a defect in any insurance molicy, and the benefici t of a vice the any insurance with any insu-tions and exclusion the obligations secured by the insurance receipts upon the obligations secured by the unt of, the indeleteness for payment and satisfaction. or, upon said pr resaid. The grantor and other charges such pay-y authorizes or imposed shed by the their rep the ired fr

acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If any sutherized reserve account from the second state of the second state of the second state of the second state of the fine for based states and the second state of the second state of the default of the beneficiary upon demand, and if not prid within ten days after such demand, default of the beneficiary upon demand, and if not prid within ten days after such demand, default of the beneficiary upon demand, and if not prid within ten days after such demand, default of the beneficiary upon demand, and if not prid within ten days after such demand, default of the second second state of the second state of the second state obligation secured hereby. Should the at its option and the second of the foregoing covenants, then the boligation secured hereby. Should the at its option arry out the same, and one its second states there-heneficiary may interest at the rate specified in the lies of this trust deed. In for shall here on demand and shall be accurb right in its discretion to complete this geometion, the beneficiary shall have the right to the discretion to safe any improvements madie on shall optimized and man shall be the second states of the second states and and shall be and the second second second second and shall be accurbed with the second second

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property as in its sole discrction it may deem necessary or advisable. The granter further agrees to comply with all laws, ordinances, regulati covenants, conditions and restrictions affecting said property: to pay all c fees and expenses of this trust, including the cost of title search, as we fees and expenses of the trustee incurred in connection with the other costs and defend any action or proceeding purporting to affect the as to appear in and defend any action or proceeding purporting to affect the tota and expenses of the cost of the deficiary on trustee; and to pay ity hereof or the rights or powers of the beneficiary on trustee; and a to costs and expenses hielding cost of evidence of litte and attorney's feed reasonable sum to fixed by the court, in any such action or proceeding which the beneficiary or trustee may appear and in any suit brought by I ficiary to forcelose this deed, and all said sums shall be secured by this i deed. tion or proceeding in buit brought by benc-

The beneficiary will furnish to the grantor on written request therefor an un statement of account but shall not be obligated or required to farnish further statements of account.

It is mutually agreed that: 1. In the event that any portion or all of said property shall be r the right of eminent domain or condemnation, the beneficiary shall right to commence, prosecute in its own name, uppear in or concection or proceedings, or to make any compromise or settlement in concection to any content of the set or require that all or any portion of the m itaking and, if it is concerned to taking, which are in excess of the m itaking and if it is not not taking, which are in excess of the an-enter of the set o

De neccessary in obtaining such compensation, promptiy upon the request.

 At any time and from time to time upon written request ficiary, payment of its fees and presentation of this deed and the dorsement (in case of bit the payment) of the indebtedness, the full is of the making and restriction thereon, (c) join in any ensement of the line the indebtedness, the such or other agreement affecting this deed or the lien or charge altered in any of any person of any or present, it is be consent to the making and restriction thereon, (c) join in any or other agreement affecting this deed or the lien or charge altere in any warranty, be dealed as the "person or persons legal manthereon in any such or other agreement of any matters or facts shall be conclusive the thereon, thereon, thereon, it is the "person or persons legal manthereon".

1: Use \$3.00. 3. As additional security, grantor hereby assigns to a huance of these trusts all rents, issues, royalites a inuance of these trusts all rents, issues, royalites a y affected by this deed and of any personal property y affected by this deed and of any personal property itor shall default in the payment of any independent performances, issues, royalites and profits earned p all such rents, issues, royalites, and profits earned p all such rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, issues, royalites, and profits earned p all auch rents, royalites, and profits earned p all such rents, issues, royalites, and profits earned p all such rents, issues, royalites, and p all such rents, and p all such rents, issues, royalites, and p all such rents, issues, royalites, and p all such rents, and and and and a ficiary may at an ceiver to be appol security for the in said property, or 105 0

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6. 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 aloreand, shall not cure or waive any default bercunder or invalidate any act done pursuant to

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.

a service charge.
6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebiddness secured hereby or in performance of any agroement hereunder, the beneficiary may declare all sums secured hereby intedistely due and payable by delivery to the trustee of written noi course default and election to sell the trust property, which notice trustee shall deposit with the trustee the secure derived hereby into a secure desting and the secure of the secure of

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 \$5000 each) other than such portion of the principal as would not the be due had no default occurred and thereby cure the default.

6. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time said 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 suction to the highest bidder for cash, in lawful money of the function of said property by public announcement at such time saie of public saic and place of the said property by public announcement at such time and place of the said and place of the said public announcement at such time said public announcement at said the said the said public announcement at said the said the said public announcement at said the sa

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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 property se sold, but without any covenant or warranty, express or lampled. 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 grant 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 sale as follows: (1) To the scale of the sale including the compensation of the trustee, and a rout deed. (3) To all pursuan having recorded lights appear in the interests of the trustee in the trust deed as their interests appear in the order of their priority. (4) The surplus, flary, to the grants.

10. For any reason parmitted by law, the beneficiary may from time to time appoint a successor or successor to any trustee named herein, or to any successor trustee appoint dhereunder. Upon such appointment and whould conand duites conferred upon any trustee herein named or appointed hereunder. Raad duites conferred upon any trustee herein named or appointed hereunder. Kashad builts conferred upon any trustee herein named or appointed hereunder. Kasby the beneficiary, containing references to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the pupper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly exceuded and acknow-ledged is made a public record, as provided by law. The trustee is not obligated io ucily any party hereto of pending sale under any other aced of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding in buoght by the trustee.

12. This deel applies to, inverse to the benefit of, and binds all parties oreto, their heirs, legatees devisees, administrators, executors, successors and sains. The term "beneficiary" shall mean the holder and owner, including ledges, of the note secured hereby, whether or not named as a beneficiary renin. In construing this deed and whenever the context so requires, the unauling gender includes the feminine and/or neuter, and the singular number inludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. × Qdell Bryant X × Jayce a Bryons (SEAL) (SEAL) mung STATE OF OREGON County of Klamath THIS IS TO CERTIFY that on this 7.7. day of _____ October 77 THIS IS TO CERTIFY that on this /--- day of OCTODER 19.//, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named ODELL BRYANT & JOYCE U. BRYANT, husband, & wife, JOHN R. FLEMING & JUDITH A. FLEMING, husband & wife to me personally known to be the identical individual. S named in and who executed the foregoing instrument and acknowledged to me that TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year ** • • a 24 05 6 STATE OF OREGON Loan No. .. } ss. County of TRUST DEED I certify that the within instrument was received for record on the 12th day ofOctober......, 19...77. (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) at 11;11_o'clock_AM., and recorded Record of Mortgages of said County. Grantor TO KLAMATH FIRST FEDERAL SAVINGS Witness my hand and seal of County AND LOAN ASSOCIATION affixed. Beneficiary WM. D. MILNE After Recording Return To: County Clerk KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION CALLEDIA COMPLETE OF STRUCTURE CBACKWETHER Ketach. Deputy au she orre del de chorset en sels FEE \$ 6:00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebledness secured by the foregoing trust deed. All sums sourced by said trust doed 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 doed or pursuant to statute, to cancel all evidences of indebledness secured by said trust deed (which are delivered to you herewith togoth ~ with add 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 DATED:. TOUGE (IN 199