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TRUST DEED Vol. 77 Page

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THIS TRUST DEED, made this 29th . day of ... November

..... as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, 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:

Beginning at the Northerly line of 11th Street at it's intersection with the line between Lots 4 and 5 of Block 58, NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the supplemental plat of said Addition; thence Northwesterly along 11th Street 30 feet; thence Northeasterly at right angles to 11th Street 130 feet; thence Southeasterly and parallel with 11th Street 45 feet; thence Southwesterly at right angles to 11th Street 130 feet to the said line of 11th Street; thence Northwesterly along said line 15 feet to the point of beginning, being the Southeasterly 30 feet of said Lot 5 and the Northwesterly 15 feet of said Lot 4. situate in Nichols Addition to the City of Klamath Falls. Oregon. said Lot 4, situate in Nichols Addition to the City of Klamath Falls, Oregon.

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

tagether with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the granter or others aving an interest in the above described during the trust deed is evidenced by alote or notes. If the indebtedness secured by eith strust deed is evidenced by more than one abot, the beneficiary may credit in trust deed is evidenced by any of said notes or part of any payment on one so is and part on another, is the beneficiary may elect.

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¹ as the beneficiary may elect.
¹ as the beneficiary may elect.
The grantor hereby covenants to and with the trustee and part on another, the state beneficiary may elect.
The grantor hereby covenants to and with the trustee and the beneficiary free and clear of all encumbrances and that the grant on the said tills thread bedraw and the claims of all premises whomsoever.
The grantor covenants and agrees to pay said note according to the terms against the claims of all premises whomsoever.
The grantor covenants and agrees to pay said note according to the terms there of and when due, all taxes, assessments and other charges levicd against add property into from all encumbrance have having pre-or hereafter constructed of the communication of the date constructed of the terms thereof or the date constructed of the communication of the date constructed and premises within six months from the date and property the form all encumbrance having pre-or because thereof is and property free form all encumbrance having pre-or because the date construction and premises within six months from the date or because in the date construction is originated and pay when due, all taxes, assessments and other charges levice and property at all property which may be damaged microstation of an pay, when due, all therefore the strong construction; to replace any building or improvement according to the terms of the other on the date construction; to replace any buildings and improvement according of any or one and premises; to keep all buildings, property and improvements and the premises; to keep all buildings, property at all improvements and the added premises; to keep all buildings, property and improvements proved one add premises; to keep all buildings, property and improvements proved of as add premise; to keep all buildings, property at all improvements and premises; to keep all buildings, property at all improvements proved tof as payshile clause in favor of insurance in cortect or and w

That for the purpose of providing regularly for the prompt payment of all taxes, sessments, and governmental charges levels of assessed spains: the above described pro-erty and insurance premium while the induction assessed spains: the above described pro-duction of the original purchase price paid as accurate hereby is in excess of 20% and or the beneficiary's original appraisal value of the provide the taxes of the original purchase price and the second s

While the grantor is to pay any and all taxes, ascessments essed against said property, or any part thereof, before and also to pay perchangs or all insurance policles upon are to be made through the heneficiary, as adoresaid. The efficiary to pay any and all taxes, assessments and other said property in the announcia as shown by the statements and the said taxes, assessments or other charges, and to pay amounts shown on the statements submitted by the insura lives and to withdraw the sums which may be required f established for that purpose. The grantor agrees in no ible for failure to have any insurance written of for any a defect in any insurance noller, and the beneficiary here insurance tecelogies upon the obligations account of the angest of any loss, to compromise and settle with any hierance of said property, grantor hereby by the Ir rep ficiary receipts upon the obligati indebtedness for payment

sequisition of the property by the beneficiary after default, any balance remain reserve account shall be credited to the indebieiness. If any subhorized reser-for taxes, assessments, insurance premiums and other charts inco surface ime for the parment of such chargers as they become due to a sort and deficit to the beneficiary upon demand, and if not paid within ten days after gas obligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, for shall draw interest at the rate specified in the note, shall be repa-ting for shall draw interest at the rate specified in the note, shall be repa-ting for shall draw interest at the rate specified in the note, shall be repa-ting and and shall be secured here in the sum of this formation to any improvements made on said premises and also to make such and property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, rej-

property as in its sole discretion it may deem necessary or advis The grantor further agrees to comply with all hww, ordinances, covenants, conditions and restrictions affecting said property; io pi fres and expenses of this trust, including the cost of title search in enforcing this obligation, and trustee's and attorney's fees actual tappear in and defand any action or proceeding purporting to affect ity hereos or the sights or powers of the beneficiary or trustee; any versa soul caprease, including cost of evidence of title and attorney which the sum to be fixed by the court, in any such action or p which the beneficiary or trustee may appear and in any suit broug decd.

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:

It is mutually agreed that: 1. In the event that any portion or all of said property shall to under the right of eminent domain or condemnation, the beneficiary sh the right to commence, prosecute in its own name, appear in or defend its or proceedings, or to make any compromise or settlement of the such radius and, it is so elect, to require that all or any portion of in-such radius and, it is so elect, to require that all or any portion of the such radius and, it is so elect, to require that all or any portion of pulled its compensation for such taking, which are in excess of the am pulled its proceedings, shall be paid to the box fees necessarily paid or home any resonable costs and expenses and at fees necessarily paid or home any resonable costs and expenses and at baince applied upon the indebit closes secured hereby; and the grandor at its own expense, to take such actions and excute such instruments be necessary in obtaining such compensation, promptly upon the beneficiary request.

be necessary in obtaining such subscriptions written request of request. At any time and from time to time upon written request of filary, payment of its fees and presentation of this deed and the po-dosement (in case of full recovergance, for cancelisition), without after insulity of any person for the payment of the indebtedness, the true any at so the making of any map or plat of said property; (b) join in any at some enter or creating and restriction thereon, (c) join in any are other merein of a the map part of the property. The grantes in any without setterihord as the "preson or persons legally entitled they have reached as the "preson or facts shall be conclusive pro-truction thereof. Trustee's fees for any of the services in this j shall be \$5.00. be conclusive proof services in this pa

International sciences lees for any of the services in this paragraph 3. As additional security, grantor hereby assigns to beneficiary during the ontinuance of these trusts all rents, issues, royalites and profits of the pro-erty affected by this crusts all rents, issues, royalites and profits of the pro-rents affected by this grant of any indebiedness secured hereby or in the performance of argement hereunder, grantor shall have the right bo col-test all such rents, invasive, royalites and profits earned prior to default as they come due and payable. Upon any default by the grantor hereunder, the bene-viver to be appointed by an ereby secured, enter upon and take possession of id property, or any part thereby secured, enter upon and take possession of the rents, issues and profits operation and collectford, including reason-ble attorney's fees, upon any indebiedness secured hereby, and in such order is the beneficiary may at is more operation and collectford, including reason-tic at the such a fees, upon any indebiedness secured hereby, and in such order is the beneficiary may at its may not construct and collectford. Including reason-tic attorney's fees, upon any indebiedness secured hereby, and in such order

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4. The entering upon and taking possession of said property, the collection f such rents, issues and profits or the proceeds of fire and other insurance polics or compensation or awards for any taking or damage of the property, and he application or release thereof, as noresaid, shall not cure or waire any deault or notice of default hereunder or invalidate any act done pursuant to uch 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 asplicat 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 doclare all sums secured hereby inmediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustes shall cause to be duly filled 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 expanditures secured hereby, whereupon the trustees 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 astocracy's foce not exceeding \$0.00 each; other than such portion of the principal as would ot that be due had no default occurred and thereby cure the default.

6. After the lapse of such the default and thriefy the the benefit.
6. After the lapse of such time as may then be required by law followin the recordation of said notice of default and giving of said notice of saie, the trustee shall sell said property at the time and place liked by him in said notic of asie, either as a whole of in lapse, and in such order as he may ditermine, at public auction to the highest bidder for cash, in lawful money of the large the discussion of asie, and the such order as he may discussion of asie, and the such order as he discussed of all cash, bidder for cash, in lawful money of the large the discussion of a said property by public announcement at such time and place of all on portion of said property by public announcement at such time and place of the sais and from time to time thereafter may postpone the sais by public as the sais by public as the sais by outplace the sais by

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 as old, but without any coverant or warranty, express or implied. Tha 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.

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 be expenses of the site including the compension of the trustee, and a reasonable charge by the stiturery. (3) 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 interest as subsequent to the order of their priority. (4) The surplus, if kary, to the grantor of the trust deed or to his successor in interest cutilied to such surplus.

deed or to his successor in interest entities 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 trustice appointed hereunder. Upon such appointment and without con veryance to thosauccessor truck is latter shall be reacted with all title, pozer such appointment and substitution shall be made by written instrument exceuter by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the sounty clerk or recorder of the property 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 univers such action or proceeding is brought by the trustee.

13. This deed applies to, investo the benefit of, and binds all parties hereto, their heirs, legates devices, administrators, executors, successors and saigna. The term "beneficiary" shall mean the holder and owner, including piedge, of the noto secured hereby, whether or not named as a beneficiary should be whenever the context so requires, the masculine gender includes the femiline and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has bereunto set his hand and seal the day and year first above written.

1 <u>1 ettij</u> Betty K. Wood (SEAL) California STATE OF ØRSOON (SEAL) County of LOS_Angeles THIS IS TO CERTIFY that on this 139 ...December ., 19....7.7..., before me, the undersigned, a day of. Notary Public in and for said county and state, personally appeared the within named... BETTY K. WOOD, a widow to me personally known to be the identical individual.... named in and who executed the foregoing instrument and acknowledged to me that IN TESTINGAT WHEHEOF FRANCE SEAL the wints at my hand and affixed my seal the day and year last above written R. J. BICHLER NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY Sichler ic for South California My con (SEAL) nission 7-31-80 ssion Expires July 31, 1980 Ny Co STATE OF OREGON Loan No. .. County ofKLAMATH. TRUST DEED I certify that the within instrument was received for record on the 21st. ACE ACEL ... OR RECORDING ABEL IN COUN Grantor Record of Mortgages of said County. TO KLAMATH FIRST FEDERAL SAVINGS Witness my hand and seal of County AND LOAN ASSOCIATION affixed. Beneficiary WM. D. MILNE After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION County Clerk By Dernetha V. Keloch Deputy FEE \$ 6.00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. Trustee TO: William Sisempre. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed e been fully paid and satisfyd. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or suant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivened to you berewith together with said t 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 have been fully pa pursuant trust des Klamath First Federal Savings & Loan Association, Beneficiary by DATED: ADAMPA CONTRACTOR 15:18:00