

03-11121

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between

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in
 County, Oregon, described as:

Lot 20 of Villa St. Clair, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and also the westerly 50 feet of Lot 19 of Villa St. Clair.

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 appurtenant to the above described premises, and all plumbing, lighting, heating, ventilating, 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 and no/100 (\$26,000.00) Dollars with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or beneficiaries named and made by the grantor, principal and interest being payable in monthly installments of \$ 213.05 commencing April 25, 1961.

The grantor hereby covenants to and with the trustee and the beneficiary herein 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, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whatsoever.

That for the purpose of providing regularly for the full term of the policy thus accretions, and governmental charges levied or assessed against the prompt payment of all taxes, property and insurance premiums while the mortgagor is alive, and hereby is in excess of 80% of the lower of the original purchase price paid by the grantor or the monthly scheduled payments made or the beneficiary's share of the property at the time the loan was made, creditor will pay to the beneficiary in addition to the principal at the time the loan was made, interest payable under the terms of the note or obligation secured hereby on the day, installments on principal and interest of the note or obligation secured hereby within each succeeding month, and other charges due and payable (an amount equal to 1% in respect to each succeeding month), and also 1/2 of the loan balance with respect to said property (such as estimated and directed by the beneficiary), and the monthly premium payable with interest on said amounts at a rate not to exceed 10% per annum. Beneficiary shall be in default if it fails to pay such pre-bank account amounts within the highest rate authorized by the grantor. If the monthly failure in excess of said 1% interest shall be computed on the average monthly failure in excess of said 1% interest shall be computed on the average for the escrow account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to be levied, assessed and also to pay premiums on all insurance policies, upon said property, and the interest and also to pay premiums on all insurance policies, as aforesaid. The grantor hereby authorizes the beneficiary to pay, or cause to be paid, all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements of charges levied or imposed or assessed on such taxes, assessments, or other charges, as shown by the statements of charges levied or imposed, and to pay the amounts shown on the statements submitted by the insurance carriers or their representatives and to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compute and settle with any insurance company and to apply any such insurance receipts upon the obligations owed by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or upon sale or other

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand, and shall be secured by the first trust deed by any connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

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.

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 be taken the right to commence, prosecute, defend, appeal or otherwise take part in such proceedings, or to make any compromise or settlement in or defend any such taking, and, if so elects, to require that all or any portion of the money payable as compensation for such taking, which is in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary applied by it first upon and for such costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness shown hereby; and the grantor, and the beneficiary, shall take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly.

[illegible]

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon, of which the grantor shall default in the payment of any indebtedness secured hereby or the performance of any agreement hereunder, grantor shall have no right to receive such rents, issues, royalties and profits earned prior to default, as they may be payable. Upon any default by the grantor hereunder, the right to receive to be appointed by a court, and without regard to the consent of the beneficiary, or any part thereof, enter upon and take possession of the same, the rents, issues and profits, including its own name use for or on behalf of the beneficiary, and its expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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

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 declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust 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.

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 \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. 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 and 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 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 announcement 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 so sold, but without any covenant or warranty, express or implied. The recitals 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 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 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 appointed hereunder. Upon such appointment and without conveyance to the successor trustee, 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.

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 unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, 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.

STATE OF OREGON
County of Klamath ss

THIS IS TO CERTIFY that on this 22nd day of March, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named JAMES E. HUTCHINSON & BEVERLY E. HUTCHINSON, husband and wife

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 hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires: 4/24/81

Loan No. _____

TRUST DEED

TO _____ Grantor

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**

(DON'T USE THIS
SPACE: RESERVED
FOR RECORDING
LABEL IN COUNTIES
WHERE
USED.)

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 22nd day of March, 1978, at 3:43 o'clock P.M., and recorded in book M78 on page 5476.
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Beverly E. Hutchison

Deputy

Fee \$6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, 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.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: _____, 19____

by _____