

DVIES

THIS TRUST DEED, made this 19th day of

April

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HERBERT BARNETT

as grantor, William Sissmore, as trustee, and 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:

All the following described real property situate in Klamath County, Oregon:

PARCEL ONE

The Southwesterly $\frac{1}{2}$ of Lot 6, EXCEPT the Southerly 50 feet of the of the West 2 feet of said Lot 6, Block 22, Industrial Addition to plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL TWO

The Southwesterly $\frac{1}{2}$ of Lot 5 in Block 22 of Industrial Addition to the City of Klamath Falls, Oregon, 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,

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, venting, 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 receive for the purpose of securing

(\$20,850.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the

beneficiary or order, and made by the grantor, principal and interest being payable in monthly installments of \$ 112.30 commencing

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This Trust Deed shall further secure the payment of such additional money as may be advanced hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by one or more notes, the beneficiary may receive payment 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 said premises and property covered by this trust deed are encumbered and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property to keep said property free from all encumbrances having priority over this trust deed; to complete all buildings in course of construction hereof or the date construction is hereafter commenced; to repair and restore said property which may be damaged or destroyed and pay, when due, all taxes, assessments and other charges levied against said property; to allow beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to fact; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter constructed on said premises in good repair and to commit or suffer any or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter constructed on said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, covered by this trust deed, in a company or companies acceptable to the beneficiary; to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary, attached and with fifteen days prior to the effective date of such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-assessable by the grantor during the full term of the policy thus obtained.

That for the purpose of providing regularly for the payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premiums while the indebtedness secured hereby is in excess of \$100 made or the beneficiary's original purchase price paid by the grantor at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby on the date installment on 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 within each month within one month after the date the Trust Deed is in effect as indicated and directed by the beneficiary. Beneficiary shall pay to the grantor by check on their open passbook accounts within 3/4 of 1/12 of such rate is less than 1/12, the rate of interest paid shall be 4%. Interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the same amount the amount of the interest due.

Within 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 bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary. The grantor hereby authorizes actual sale of property in the amount as shown by the statements thereon furnished by the collector of taxes, assessments, or other charges, and to pay the same, and to execute and to withdraw the same, which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary out of a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or upon sale or other

equilibrium 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 time for the payment of such charges as they become due, the grantor shall pay the deficiency 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 deficit to the principal of the indebtedness secured hereby.

If 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 lien of this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete and 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 grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of or proceeding purporting to affect the security hereof and expenses, including cost of evidence of title and attorney's fees in a which the beneficiary or trustee may appear and in any suit brought by beneficiary to enforce 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, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall 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 beneficiary, payment of its fees and presentation of this deed and the note for cancellation (in case of full redemption), 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 or releasing any agreement affecting this deed or the lien or charge hereof; (c) join in any subordination without warranty, all or any part of the property. The trustee in possession of the real estate thereof, or any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

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. Until the payment of any indebtedness secured hereby or in full, all such rents, issues, royalties and profits shall be paid to the beneficiary or to such person as the beneficiary may designate by deed or otherwise, and the beneficiary may at any time without notice, either in person, by agent or by a receiver for the indebtedness hereby secured, enter upon and take possession of the real estate, issues and profits thereof, in its own name for the satisfaction of the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

7644

6. The executor upon taking possession of said property, the collection of such rents, issues and profits of 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 care or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. 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.

8. This 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 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.

9. 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 its 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 \$500 each) other than such portion of the principal as would not then be less than no default occurred and thereby cure the default.

10. After the lapse of such time as may then be required by law following the expiration 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 deem advisable, as 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 any time and place of sale.

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

assessments at the time fixed by the preceding postmortem. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property as sold, but without any covenant or warranty, express or implied. The truthfulness thereof. Any person, including the trustee but including the grantor and the beneficiary, may purchase at the sale.

11. 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 a trust deed. (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear 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.

12. 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.

13. Trustee accepts this trust when this deed, duly executed and acknowledged as 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.

14. 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 pledges, 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.

Herbert Barrett

(SEAL)

(SEAL)

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 19th day of April, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

HERBERT BARRETT

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he 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: 11-12-78

Loan No.

TRUST DEED

ORIGINATOR

SUBJECT OF THIS TRUST DEED TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Shasta Plaza

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 19th day of April, 1978, at 12:16 o'clock P M., and recorded in book M78 on page 7643. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Berntha A. Hetch Deputy

Fee \$8.00

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 name.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: THIS TRUST DEED WAS RECORDED IN BOOK M78 ON PAGE 7643

IN WITNESS WHEREOF

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IN WITNESS WHEREOF

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