

47312

Vol. 11 Page 78 8752

DECLARED, made this 24th day of April 1978 between
 CARL W. HEIKKILA AND THELMA L. HEIKKILA, Husband and Wife
 Klamath First Federal

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:

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

Lot 1 in Block 2 of Tract 1093, PINECREST, 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 or derived from or in anywise pertaining to the above described premises, and all plumbing, heating, wiring, ventilation, air-conditioning, refrigerating, electrical and telephone apparatus, equipment and fixtures, together with all furnishings, painting, masonry work covering in place such as wall carpeting and floor coverings, 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 in or have in connection with the performance of each agreement of the grantor herein contained and the payment of the sum of \$25,600.00 (\$25,600 and no part) Dollars with interest thereon according to the terms of a promissory note of sale made by the grantor to the beneficiary of order and made by the grantor, principal and interest being payable in monthly installments of \$267.35 commencing June 15, 1978.

This trust deed shall constitute

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or other, having an interest in the above described property, as may be evidenced by a note or notes of the indebtedness secured by this trust deed is evidenced by any more than one note the beneficiary may credit payments 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 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 whomsoever.

[illegible]

That for the purpose of providing regularly for the prompt 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 80% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original appraisal value of the property 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 above described property, the sum of \$100.00 per month, which shall be applied to the taxes, assessments, and other charges due and payable on an amount equal to 1/12 of the sum of the original purchase price and the appraisal value of the property at the time the loan was made, and also 1/12 of the sum of the insurance premiums payable with interest on said amounts at a rate not to exceed the rate then in effect as determined by the beneficiary. Beneficiary shall pay to the grantor the sum of \$100.00 per month on their open passbook accounts until the highest rate authorized by the grantor is 4% and the interest paid shall be 4% interest. If such rate is less than monthly balance in the account and shall be paid quarterly by the grantor by crediting to 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 bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in 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 proceeds of any account if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage resulting 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 accrued by this trust deed in computing the amount of the indebtedness for payment and satisfaction in full of 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 beneficiary. If any amount owed remains account time for the payment of such charges and the balance is not sufficient at any 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 deficit to the principal of the obligation secured hereby.

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 power of sale. In the event the grantor on demand shall be secured by the lien of this deed. In 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 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; to pay all the cost of title search, as well as in enforcing this obligation, and trustee's and attorney's in connection with or to appear in and defend any suit or proceeding purporting to affect adversely the rights or powers of the beneficiary or trustee; to pay all reasonable expenses, including cost of evidence in any suit or proceeding in which the beneficiary may be fixed by the court, in any such suit or proceeding in which the beneficiary may appear and in any suit brought by or against the trust 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, prosecute or defend in its own name, appear in or defend against any proceeding, or to take any other action or settlement in connection with such taking and, if it so elects, to require that any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs and expenses of the proceedings, shall be paid by the grantor in such proceedings, and attorney's fees necessarily paid and disbursements made in connection with such proceedings, shall be paid to the beneficiary out of the balance of the proceeds and expenses and attorney's fees received and incurred by the beneficiary in such proceedings, and the balance applied upon and to the indebtedness secured hereby; and the beneficiary shall have the right to take any action or proceedings, and the necessary steps and execute such instruments as may be deemed proper and necessary in obtaining such compensation, promptly upon the beneficiary's request.

[illegible]

3. As additional security, grantor hereby assigns to beneficiary during the continuance of this deed all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. The grantor shall default in the payment of any indebtedness so located thereon. Until all such rents, issues, royalties and profits are received hereby or in becoming due and payable. Upon any default by the grantor to default as beneficiary may at any time without notice, either the grantor hereunder, the beneficiary or any agent of the beneficiary, or any court of competent jurisdiction, may cause the security for the indebtedness hereby secured, under upon and to the adequacy of any such rents, issues and profits, including its own name sue for or take possession of 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.

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 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 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 matter 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 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 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.

x Carl W. Heikkila (SEAL)

x Thelma L. Heikkila (SEAL)

STATE OF Calif.
County of San Diego ss.

THIS IS TO CERTIFY that on this 28 day of April, 19 78, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named

CARL W. HEIKKILA AND THELMA L. HEIKKILA, Husband and Wife

to me personally known to be the identical individuals 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.

Glady Winters
Notary Public for
My commission expires: 2/12/79

Loan No. _____

TRUST DEED

Grantor

TO

**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 COUN-
TIES WHERE
USED.)

STATE OF ~~OREGON~~ } ss.
County of Klamath

I certify that the within instrument was received for record on the 2nd day of May, 19 78, at 10:51 o'clock A.M., and recorded in book M78 on page 8752 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernice M. Kelsch 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, Secretary

by _____

DATED: _____, 19 _____