Loan #01-41661 RC/T A-30019

55151

TRUST DEED

Vol. M78 Page 20627

THIS TRUST DEED, made this 18th day of September, 1978, between JAMES E. BOYNTON AND BONITA G. BOYNTON, Husband and Wife, 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:

SEE ATTACHED DESCRIPTION

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 any way appertaining 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 coverings 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 replacements thereof, which are deemed to be part of said property and not chattels, and all rents, issues and profits thereof and revenues, royalties, bonuses and income therefrom, and all the estate, right, title and interest now owned or hereafter acquired by the grantor in and to said property, and the reversion and reversions, remainder and remainders, and all estate or claim, in law or in equity, which the grantor now has or may hereafter acquire in or to said property or any part thereof, and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including proceeds of insurance and condemnation awards, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of FORTY-FOUR THOUSAND, FIVE HUNDRED AND NO/100---------- ($44,500.00) 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 $ 392.70 commencing October 25, 1978.

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 others having an interest in the above described property, as is evidenced by a note or notes of even date herewith executed by the grantor and payable to the beneficiary, and this trust deed is designated by such note or notes as a trust deed securing a note or notes given for a future advance. 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 warrant and forever defend the 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 building, repairing or restoring all buildings or improvements now or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement now or hereafter erected upon said property which may be damaged or destroyed and to pay, when due, all costs incurred therefor; to allow beneficiary to inspect said property at all reasonable times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; not to remove or demolish any building or improvement now or hereafter erected upon said premises; to keep all buildings and improvements now or hereafter erected upon said premises continuously insured against loss by fire or such other hazards as the beneficiary may from time to time require, in an amount not less than the original principal sum of said note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance or renewals thereof to the beneficiary with proper mortgage clauses attached and with premiums paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may, at its option, procure insurance for the benefit of the beneficiary, which insurance may be non-cancellable by the grantor during the full term of the policy thereof obtained.

That for the purpose of providing security for the payment of all taxes, assessments, and governmental charges levied or assessed against said property and insurance premiums while the indebtedness secured hereby is in force, the grantor will pay to the beneficiary with each payment of principal and interest, or separately when requested by the beneficiary, a sum equal to one-twelfth of the annual premium next payable on such insurance policies, or one-twelfth of the annual taxes, assessments and other charges next to become due on said property, as estimated and directed by the beneficiary. Such sums shall be held by the beneficiary in trust to pay said taxes, assessments, insurance premiums and charges before the same become delinquent. If at any time the funds so collected by the beneficiary are insufficient to pay such taxes, assessments, insurance premiums and charges when due, grantor shall pay to the beneficiary on demand such additional sums as may be necessary to make up the deficiency. All such payments shall be credited on the principal and interest payable under the terms of the note or obligation secured hereby, and in the event of default in making any of said payments or in the performance of any agreement contained in this trust deed, all payments then made by the grantor may be applied by the beneficiary in payment of whatever may be due on account of principal and interest, or may be held by the beneficiary as a reserve account to meet subsequent payments for taxes, assessments, insurance premiums and other charges, or may be refunded to the grantor, at the option of the beneficiary. The grantor hereby authorizes the beneficiary to apply any and all funds, assessments and other charges 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.

While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, it may elect to pay the same in the manner provided in the preceding paragraph. Should the grantor elect to pay any taxes, assessments and other charges, or any part thereof, in the manner provided in the preceding paragraph, the grantor agrees to deliver to the beneficiary, at least ten days before the delinquency of any such item, receipts showing payment thereof. The grantor agrees to pay promptly when due all costs and expenses of recording and filing this deed and all policies of insurance shall be delivered to and remain with the beneficiary during the full term of the policy thereof obtained.

The grantor agrees that in the event the grantor fails to pay when due any taxes, assessments, insurance premiums, liens, charges or other obligations payable by the grantor, either by direct payment or by providing the beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, and the amounts so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured in this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor personally, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a default hereunder, the same as the failure to make any other payment when due. Inaction of beneficiary shall not be deemed a waiver of any right accruing to it on account of any default hereunder on the part of the grantor.

The grantor further agrees that 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 lien of this trust deed. In this 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 said 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 the other costs and expenses of the trustee incurred in connection with or 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 the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary 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 in its own name, appear in or defend any actions 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's 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 or incurred by the grantor in such proceedings, shall be paid to the beneficiary 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 endorsement (in case of full reconveyance, 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 any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals thereof of 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 grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect 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.

20628

20628

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 aforesaid, shall not cure 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 a true copy of the contract. The purchaser or grantee shall assume all of the obligations of grantor under this trust deed and shall pay beneficiary a service charge.

8. 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.

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 the terms of the deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and trustee's and attorney's fees not exceeding $500.00 in addition to those provided by law) other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

10. 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 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.

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 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.

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 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.

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 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.

James E. Boynton (SEAL)

Bonita G. Boynton (SEAL)

STATE OF OREGON
County of Klamath } ss.

THIS IS TO CERTIFY that on this 18th day of September 1978 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named JAMES E. BOYNTON AND BONITA G. BOYNTON, 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.

Gerald V. Brown
Notary Public for Oregon
My commission expires: 11-12-78

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 COUNTIES WHERE USED.)

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

I certify that the within instrument was received for record on the ..... day of ....., 19....., at ..... o'clock ... M., and recorded in book ..... on page ..... Record of Mortgages of said County.

Witness my hand and seal of County affixed.

.....
County Clerk

By .....
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Swenson, 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 .....

30933

20629

The following described real property situate in Klamath County, Oregon:

A parcel of land situated in the NW¼NW¼ of Section 27, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a 2 inch pipe marking the Northwest corner of Section 27, Township 35 South, Range 7 East of the Willamette Meridian; thence S. 0°38' E. along the section line a distance of 442.3 feet; thence East 660.0 feet to an iron pipe; thence S. 0°38 E. parallel to the West section line a distance of 330.0 feet to the true point of beginning; thence West parallel to the North Section line 330.0 feet thence S. 0°38' E. 330.0 feet to a point on the South line of parcel described in Deed Volume 328 page 102, records of Klamath County, Oregon; thence East along said South line a distance of 330.0 feet to an iron pipe; thence N. 0°38' W. parallel to the West Section line 330.0 feet to the point of beginning.

Together with an easement for roadway purposes over and across the following described property:

Beginning at a point S. 0°38' E., 1102.3 feet from the Northwest corner of Section 27, Township 35 South, Range 7 East of the Willamette Meridian; thence East parallel to the North section line 330.0 feet; thence N. 0°38' W., 40 feet; thence West parallel to the North section line 330.0 feet to the West section line; thence South 40 feet to the point of beginning.

Together with the right to use easement given to said grantors in Deed Volume 328 page 102, records of Klamath County, Oregon, as follows:

Easement 40 feet in width for roadway purposes over and across the Northwest quarter of Section 27, Township 35 South, Range 7 East of the Willamette Meridian, extending from the Southerly line of parcel described in Deed Volume 328 page 102, records of Klamath County, Oregon, Southerly along the West section line of said Section 27, to the South line of the Northwest quarter of Section 27, Township 35 South, Range 7 East of the Willamette Meridian.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of September A.D., 19 78 at 3:50 o'clock P M., and duly recorded in Vol M78 of Mortgages on Page 20629

FEE 10.00

WM. D. MILNE, County Clerk

By Lorraine Gelsich Deputy