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**TRUST DEED**

### Verbalize

THIS TRUST DEED made the 22nd day of September 1978 between  
CHARLES R. DEHLINGER and BARBARA S. DEHLINGER, husband and wife  
D.B.A. IRONHORN, CO., as grantor, William Sisemore, as trustee, and  
ELAMAHIE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the  
United States, as beneficiary.

國學新探馬王堆

This grantee irrevocably grants beneficial title and ownership to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lots 8 and 9, Block 1, THIRD ADDITION TO ALTAMONT ACRES,  
in the County of Klamath, State of Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the equipment, furniture, household goods, fixtures, water rights, easements or privileges now or hereafter belonging to the same from and after the date of the execution of this instrument, and all plumbing, lighting, heating, ventilation, insulation, electrical, refrigeration, air conditioning and temperature control and built-in appliances now or hereafter installed in or used in connection with the same described premises, included in hereinafter referred to as the property has or may hereafter acquire for the purpose of securing performance of and payment of the principal herein contained and the payment of the sum of **TWENTY THOUSAND AND NO/100** **\$ 20,000.00** dollars and 00 cents, the sum of which amount is to be paid by the maker hereof in the sum of **\$ 185.20** dollars and 20 cents, commencing October 25th, and continuing to be paid monthly in monthly installments of \$ 185.20 dollars and 20 cents, until paid in full, and interest being payable on each monthly installment of \$ 185.20 dollars and 20 cents, at the rate of six percent per annum, from and after the date of the execution of this instrument.

"In such event shall nothing herein be construed as a limitation upon the grantor or other beneficiary to be named in the above described property, to make his claim by a bill of sale or otherwise, if the undersigned cannot at the time named be satisfied with the amount of notes and/or the undivided interest in the trust fund so represented by it, upon more than one-half of the beneficiary may demand payment thereon, and the other half part or interest, any off-hand portion of his payment, or the first part or interest, any balance remaining in the reserve account shall be credited to the beneficiary. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges and other expenses, the grantor shall pay the deficit to the beneficiary upon the same terms that the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may sue in his name and the amount of such deficit to the principal of the original agreement herein.

The greater being created by and with the United and the Confederate Armies, than the past generations and property before us, this great and sacred cause of all generations and posterity lies in the hands who will be hereafter, to control and administer, shall warrant and defend his bold acts throughout the course of all generations, whenever.

The gravest accidents and errors can give little trouble, according to the former, and when they do occur, compensation is often easily settled. Accidents and injuries by dogs and property from birds and other animals have been reported over the years, mostly in connection with the care of chickens or hatching eggs, and the author has no personal knowledge of any accident from the date of his first publication. The author does not believe, however, in regard to his personal knowledge, that such accidents ever occur. In his experience, care and guidance which may be required in breeding, raising, and caring for exotic birds, however, may be quite sufficient to insure against any serious accident. After fifteen days of confinement, the author has found it necessary to remove the nesting and building of young nestlings from the nest, as the nestlings will not leave the nest if disturbed, and property is likely to be damaged if the nestlings are allowed to remain in the nest. If the nestlings are removed, however, the nestlings will leave the nest and return to the nest after a short time. The author has found that the removal of the nestlings from the nest is best done at night, as the nestlings are more likely to remain in the nest during the day. The author has found that the removal of the nestlings from the nest is best done at night, as the nestlings are more likely to remain in the nest during the day.

balance, any balance remaining in the reserve account shall be credited to the beneficiary. If the reserve amount 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 deficit to the beneficiary upon demand and if not paid within ten days after such demand, the beneficiary may sue for payment and the amount of such deficit to the principal of the administration account thereby.

If said the trustee 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 stand as interest at the rate specified in the note, shall be repayable by the trustee as 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 or all improvements made on said premises and also to make such repairs to said premises as it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, restrictions and requirements 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, including interest, to appear in and defend any action or proceeding purporting to affect the security herein or the rights or powers of the beneficiary or beneficiaries, 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 enforce this deed, and all said sums shall be secured by this trust.

The bank-keeper will furnish to the grantee on written request therefor an annual statement of account but shall not be obligated or required to furnish

It is mutually agreed that  
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 and 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 worth received by it as compensation for such taking, which 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 his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's

1. At any time and from time to time upon written request of the beneficiary, payment of the fees and presentation of this deed and the note for enforcement in case of full nonpayment, by cancellation, without affecting the liability of any person for the payment of the indebtedness, the testator may (a) cause to be made of any map or plat of real property; (b) join in granting any easement or creating any restriction thereon or therein, in any subdivision or other agreement affecting this deed or the land or interest herein; (c) revere, without vesting, all or any part of the property. The creation in any nonpossessory title or interest in any portion of property legally entitled thereto, and the exclusive enjoyment of such portions of lands shall be conclusive proof of the execution of this paragraph. No notice or record of any of the entries in this paragraph

3. The grantor waives and releases possession of said property, the collection of rents, issues and profits or the proceeds of said and other income, personal or recompenses 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 demanded or demanded by or at due payment to such notice.

4. The grantor waives said beneficiary, in whole or in part, all rights or interest for sale of the above described property and grants beneficiary an exclusive right to sell personal information concerning the purchase or rental, and may be required of a new lease applied and shall pay beneficiary.

5. This is all the property of this instrument had been defined by the grantor in payment of any indebtedness accrued thereby, or to performance of any agreement herein, the beneficiary may declare all or some portion thereof irredeemable and payable by delivery to the trustee of written notice of default, ceasing to be the trust agreement which either trustee shall cause to be duly filed for record. Upon delivery of such notice of default and election to sell, the beneficiary shall proceed with the trustee to sell said and all previous titles and documents evidencing expenditures thereon, whenever the trustee shall fix the time and place of sale, all of the notice thereof as hereinafter required by law.

6. After default and sale, prior to six days before the date set by the trustee for the trustee's sale, the trustee or other person so appointed may give the notice aforesaid that day add to the gross debt and the obligations and other indebtedness and expenses actually incurred to defray the terms of his obligation and liability and attorney fees, less expenses of sale, and other reasonable expenses of the purchase as would not then be due shall be default amount and thereby cause the default.

7. After the liquidation of debts, as may then be required by the following the cancellation of said notice of default and giving of said notice of sale, the trustee shall sell said property as she sees and judge fit in said notice of sale, either as a whole or in separate parcels, and in such manner as he may determine, at public auction or the highest bidder or at such time as he may determine, payable to the time of sale. Trustee may postpone sale of all or any portion of said property by written announcement at such time and place of sale, and from time to time thereafter may postpone the sale by giving no

notice 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 trustee is the sole 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.

8. 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 date of its creation 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.

9. 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 so 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 property or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

10. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a part in record, as provided by law. The trustee is not obligated to record any property held by pending sale under any other deed of trust or of any other in the case being in which the grantor, beneficiary or trustee shall be a party to such sale, action or proceeding brought by the trustee.

11. This deed applies to, during to the benefit of, and binds all parties herein, their heirs, legatees, dependents, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including survivor, of the aforesaid hereby, whether or not named as a beneficiary herein. In recording this deed and wherever 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.

*Charles R. Dehlinger* (SEAL)  
CHARLES R. DEHLINGER

*Barbara S. Dehlinger* (SEAL)  
BARBARA S. DEHLINGER

STATE OF OREGON  
County of Klamath

THIS IS TO CERTIFY THAT on the 23<sup>rd</sup> day of September, 1978 before me, the undersigned a Notary Public in and for said county and state, personally, appeared the within named and described to be the natural 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.

I, CHARLES R. DEHLINGER, husband and wife, do hereby set my hand and seal my name and the day and year last above written.

*Charles R. Dehlinger*

Loan No.

## TRUST DEED

TO  
KLANATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
Beneficiary  
Attn: President, Safety Fund  
KLANATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION

RECEIVED AND THIS  
SIXTY-THREE DOLLARS  
DEUTCHES MARKS  
RECEIVED AND THIS  
SIXTY-THREE DOLLARS  
DEUTCHES MARKS  
RECEIVED AND THIS  
SIXTY-THREE DOLLARS  
DEUTCHES MARKS

STATE OF OREGON  
County of Klamath / ss.

I certify that the within instrument was received for record on the 22nd day of September, 1978, at 3:50 o'clock P.M., and recorded in Book #73 on page 21041. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. D. Milne

*Bernice Shetler*  
County Clerk  
Deputy

Fee \$6.00

## REQUEST FOR FULL RECONVEYANCE

To be paid only when obligations have been paid.

TO: William Spangler  
Beneficiary

This undersigned is the legal owner and the title of all indebtedness, incurred by the foregoing trust deed, All sums secured by said trust deed have been fully paid off and satisfied. You being requested, on payment to you of any sum owing to you under the terms of said trust deed or otherwise, to execute, affix and acknowledge a written receipt secured by said trust deed (which one is delivered to you herewith together with said trust deed and its reconveyance, without warranty, to the parties designated by the terms of said trust deed the same now held by you under the same).

Klanath First Federal Savings & Loan Association, Beneficiary