

55-122

TRUST DEED

Vol. 71 Page

21041

WINTERSETH

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in

Clatsop 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,

which said described real property is not currently used for agriculture, timber or growing fruit or together with all and singular the appurtenances, easements, benefits, water rights, covenants or privileges now or hereafter belonging or derived from or in any way appertaining to the above described premises, and all plumbing, lighting, heating, ventilation, air conditioning, and gas piping, water and sewerage, electrical equipment and fixtures, together with all window venetian blinds, floor covering in place such as wall to wall carpeting and linoleum, kitchen and bathroom appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which this grantor has or may hereafter acquire, for the purpose of securing the performance of each agreement of the grantee herein contained and the payment of the sum of **TWENTY THOUSAND AND NO/100 (\$ 20,000.00)** Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to the grantor, and on and after said date by the grantee, in equal and regular installments of \$ **185.20** commencing **October 25th** 1978.

[illegible][illegible][illegible][illegible][illegible]

deficit, any balance remaining in the reserve account shall be credited to the beneficiaries. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges on the account, the beneficiary shall pay the deficit to the beneficiary upon demand and it shall be paid within ten days after such demand, the beneficiary shall be liable for the deficit and the amount of such deficit to the principal of the loan in its entirety.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiaries may at its option carry out the same, and all its expenditures therefor shall now be interest at the rate specified on 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 improvements as may be necessary or deemed necessary or advisable.

[illegible]

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 a statement of account.

It is respectfully asked that:

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, defend, settle, compromise, or otherwise dispose of any and all claims, suits, actions, proceedings, or demands which may be made or asserted in connection with such taking and, if it so elects, to require that all or any portion of the money's worth of such compensation for such taking, which are in excess of the amount payable to any all reasonable court, expert, or other persons, be necessarily paid to any all reasonable court, expert, or other persons, shall be paid to the beneficiary or distributed to the beneficiaries in such proceedings, and the beneficiary's fees and expenses incurred by the beneficiary in such proceedings, and the liability applied upon the individuals secured hereby; and the beneficiary shall be authorized and empowered to take such actions and other instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's

[illegible][illegible]

10. The entering upon and taking possession of said property, the destruction of such trees, houses and outbuildings or the proceeds of fire and other insurances paid for or reimbursement or award for any taking or damage of the property, and the application of such proceeds, as aforesaid, shall not cure or waive any default of notice of default hereunder or invalidate the right of the mortgagee to such action.

4. The primary social policy responsibility is with the all range of care for those for whom the state is financially responsible. Social policy responsibility is to ensure that the welfare state is financially sustainable and that the state is able to meet its obligations to the citizens. The responsibility is to ensure that the state is able to meet its obligations to the citizens.

[illegible][illegible]

6. After the log is all cut down as they have been, the log is cut into sections of about 100 feet and piled up in small piles of sawdust and bark. The sawdust and bark are then used for fuel in the saw mill. The sawdust and bark are also used for other purposes, such as for making paper, or for use in the construction of buildings. The sawdust and bark are also used for other purposes, such as for making paper, or for use in the construction of buildings.

possession 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 as 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.

4. 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 reimburse the sale including the compensation of the trustee, and a trustee's charge by the attorney; (2) To the secured creditor and a third party; (3) To all persons having recorded obligation secured by 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.

11. 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, the said beneficiary shall execute a written instrument, in which the beneficiary shall name and designate the successor trustee, the latter shall be vested with all title, powers and duties of the said beneficiary. The said instrument shall be signed by the beneficiary and the substitution shall be deemed complete. Each by the beneficiary, containing reference to this trust deed, instrument executed by the beneficiary, shall be filed in the office of the county clerk or recorder of the county wherein the land is situated. The recording of such instrument shall be conclusive proof of proper appointment of the successor trustee.

12. Trustee accepts this trust when this deed, duly executed and acknowledged and made a public record, as provided by law. The trustee is not obligated to satisfy any party hereto of pending sale under any other deed of trust or of any other lien set against the property, and the grantor, beneficiary or trustee shall be a party to any such action or proceeding as is provided for by the trustee.

34. 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 assignee, of the above secured promissory, whether or not named as a beneficiary herein. It encompasses 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.

CHARLES R. DEHLINGER (SEAL)

BARBARA S. DEHLINGER (SEAL)

STATE OF OREGON
County of Clatsop

THIS DEED OF CONVEYANCE WAS ON THE 27th day of September 1978 before me, the undersigned a

CHARLES R. DEHLINGER and BARBARA S. DEHLINGER, husband and wife

My associate in this fraud and violation in the use of money therein exposed.

My testimony, however, I have forever set my hand and sealed my mouth and the day and year last above written.

Robert Hamilton
Notary Public for Oregon
My commission expires 3/20/81

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TRUST DEED

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KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

THE FORD F-100

REDAWAT- FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

STATE OF OREGON
County of Klamath

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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 Marriages of said County.

Witness my hand and seal of County
of _____

Wm. D. Milne

County Clerk

County _____
 Dr. Bernard H. Hirsch

Discussion

Fee \$6.00

REQUEST FOR FULL RECONVEYANCE

To the extent that the information is being provided to the public, it is being provided in accordance with the provisions of the Freedom of Information Act, 5 U.S.C. 552.

THE WASHINGTON STATE BAR ASSOCIATION

The undersigned by the last aforesaid will be one of all beneficiaries provided by the foregoing trust deed. All sums secured by said trust deed are hereby paid and satisfied. You hereby irrevocably, on payment to you of any sums owing to you under the terms of said trust deed or that shall and is hereby, without warranty, to the parties designated by the terms of said trust deed the same now held by you under the same.

Member and Joint Federal Savings & Loan Association, Beneficiary

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