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REF-16196

21563

THIS TRUE I DEED, made this 1  
JULY 1858. J. MAXWELL.

ALMATH FIRST FEDERAL SAVING  
AND SINKING as beneficiary.

The grantor irrevocably grants,  
**Klamath County, Oregon, described**

Lot 3, Block  
in the Count

**AMERICAN LOAN ASSOCIATION**, a corporation organized and existing under the laws of the state of New York, having its principal office at 100 Broadway, New York, N.Y., and whose stock is held by **William Sisemore**, trustee, and his wife, **Eliza Sisemore**, as grantor, William Sisemore, as trustee, and

WITNESSETH

... sells and conveys to the trustee, in trust, with power of sale, the property in

2. Tract No. 1008 known as BANYON PARK,  
Klamath, State of Oregon.

which said described real property together with all and singular the appurtenances thereto belonging, is derived from or is then subdividing, adjoining, and/or abutting in place such as well known and the above described premises, being the dimensions of each acreage of the tract \$11,800.00) dollars, with leases, franchises or other and all by the name

now or hereafter used for agricultural, timber or grazing purposes,  
and fixtures, hardware, rents, taxes, profits, water rights, easements or privileges now or  
hereafter pertaining to the above described premises, and all plumbing, lighting, heating, venti-  
lating apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor  
and ceiling, stoves and built-in appliances now or hereafter installed in or used in connection  
with the property which the grantee has or may hereafter acquire, for the purpose of securing  
the payment of the sum of **THIRTY-ONE THOUSAND AND EIGHT HUNDRED AND NOVEMBER**  
**80.48** according to the terms of a promissory note of even date herewith, payable to the  
holder and interest being payable in monthly installments of \$ **.80.48**, commencing

This bond shall neither secure the payment, nor may it be enforced thereafter by the holder, as between the above-described property or assets, if the liability incurred by it is more than one-half the pecuniary value of said property or part of any portion of it, the holder shall have no claim.

The trustee here by acknowledge he and wife I  
here this the said present and property con-  
tinue and bear of all administration and execu-  
tion of the above mentioned Deed warrant and  
trustee the same all the time here after.

The trustee covenants and agrees to pay and  
defend, when due, all taxes, assessments, and  
other charges to be levied upon the property from  
time over than trust created to complete all the  
herein contained. All costs and expenses incurred  
at or about the date of construction or thereafter  
until paid in full, reasonable expenses for  
the property which may be damaged or destroyed  
or damaged otherwise, to allow beneficiary to  
make good any damage or loss, except any work  
done by the trustee, shall be borne by the  
trustee, and the trustee shall not be liable for  
any damage or loss sustained by the  
beneficiary or any other person resulting  
from any act or omission of the trustee  
in the course of his duties hereunder, or  
from any mistake or omission of the  
trustee, unless such mistake or omission  
arose from the negligence or willful  
negligence of the trustee, or if the  
trustee has received damages in excess of  
the amount of his compensation, or if  
the trustee has received compensation in  
excess of the amount of his services.

The author has provided a framework for the grouping of the two authors' observations and their corresponding recommendations. In addition, he has identified a number of specific areas where further research is required. These include the following:  
1. The need for more detailed information on the nature of the relationship between the two authors' observations and the corresponding recommendations.  
2. The need for more detailed information on the nature of the relationship between the two authors' observations and the corresponding recommendations.  
3. The need for more detailed information on the nature of the relationship between the two authors' observations and the corresponding recommendations.

With the exception of the first few pages, the book is well printed, though the paper is not good. The illustrations are numerous and well drawn. The book is well bound and is a credit to the author and publisher.

but if such additional money, being the greater of either as may be retained by a third person or evidenced by a certificate issued by it, goes to and part of another, defendant, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums 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 at his 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 shall in 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 grantee as demand and shall be secured by the lien of this trust deed. In this consideration, the beneficiary shall have the right in its discretion to complete any improvements made or not promised and also to make such repairs to said property as it in its sole judgment may require.

properly as in the sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, restrictions, conditions and restrictions affecting said property; to pay all costs, expenses and expenses of title, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcement of this obligation; to pay the trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security of the title or interest of the grantee or trustee; and to pay all expenses, including cost of evidence of title or trustee; and to pay all expenses, including cost of title or trustee's fees in a suit or proceeding in which the beneficiary or trustee may appear and is an issue brought by beneficiary to foreclose this deed, and to pay such attorney's fees, costs and expenses as the grantee may incur in defending the same.

The beneficiary will furnish to the grantor or written request therefor an account statement of investment but shall not be obligatorily required to furnish such statement if it would be impractical to do so.

and further statements of interest.

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 as or defend any action or proceeding, or to make any compromise or settlement in connection with such taking, and it is agreed to require that all or any portion of the beneficiary's costs and expenses, including attorney's fees necessarily incurred by the beneficiary in connection with such taking, which are in excess of the amount received and paid by the grantor in such proceedings, shall be paid to the beneficiary and agreed to first upon any reasonable costs and expenses and attorney's fees necessarily incurred by the beneficiary in such proceedings, and the balance so agreed upon by the beneficiary secured hereby; and the grantor agrees, at the same expense, to take such actions and execute such instruments as shall be necessary in concluding such transaction, promptly upon the beneficiary's request.

3. 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 cancellation, or full release, for cancellation, without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) record the title of any map or plat of said property; (b) join in granting any easement or creating and restricting theron; (c) join in making any affidavit affecting this deed on the fees or charges herein; (d) receive, accept, or hold in trust, for any part of the property. The trustee in any recovery, suit, may be described as the "person or persons legally entitled thereto," and the defendant the "title or any parties or factors who shall constitute proof of the title thereto." Plaintiff in law for any of the services in this instrument

3. As additional security, grantor hereby assigns to beneficiary during the period of his ownership of the trust all rents, issues, royalties and income of the property so held and of any personal property located therein. Until payment in full of any indebtedness accrued hereby, until the termination of any agreement between, greater than half, shall have the right to collect all such rents, issues, royalties and income and profits earned prior to default as they may be due and payable. Upon any default by the grantor/borrower, the beneficiary may at any time exercise the right in person, or agent or by a receiver, or by the appointment of a court, and without regard to the adequacy of any such appointment, or of any part thereto, in the name cause sue for or otherwise collect all such rents, issues, royalties and profits hereinabove described and collect and apply the same to the payment of expenses of operation and collection, including reasonable attorney's fees, and other expenses of administration incurred hereby, and in such order and manner as the beneficiary may determine.

