

57476

## 58405 TRUST DEED

Vol. 78 Page 25738

After recording return to:

e2525

MTC M210

Vol. 78 Page 24271

Beneficiary:

Freedom Financial Services Corp. BRANCH OFFICE

115 N. Tenth St. Klamath Falls, OREGON

A CORPORATION

STREET ADDRESS

CITY

DATE	AMOUNT
10-25-78	1496.47

NAME AND ADDRESS OF GRANTORS (BORROWERS)

Roy E. Welsh & Mildred Welsh  
Husband & Wife  
2621 Front St.  
Klamath Falls, Oregon 97601

**AGREED RATE OF INTEREST**  
3% per month on that part of the unpaid principal balance not exceeding \$300, 1-3/4% per month on any part thereof exceeding \$300 and not exceeding \$1,000, and 1-1/4% per month on any part thereof exceeding \$1,000 and not exceeding \$5,000. For loans having an original unpaid balance in excess of \$5,000, 1-1/2% per month on the entire unpaid principal balance.

DATE OF THIS TRUST DEED	PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN	NUMBER MONTHLY PAYMENTS INCLUDING INTEREST	AMOUNT FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	FINAL PAYMENT SHALL BE EQUAL TO UNPAID PRINCIPAL AND INTEREST AND NO MORE
10-25-78	1496.47	96	280.00	12-1-78	11-1-86

The Grantors above named are indebted upon their promissory note above described to the Beneficiary named in the above at the above office and evidencing a loan made by said Beneficiary in the actual amount of the principal thereof. By the terms thereof default in making any payment shall, at the option of the holder of the note and without notice or demand, render the entire sum remaining unpaid thereon at once due and payable.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note, and any note or notes executed and delivered to Beneficiary by Grantors at any time before the entire indebtedness secured thereby shall be paid in full, evidencing either a future loan by Beneficiary or refinancing of an unpaid balance of the note above described or renewal thereof, of both such future loan and refinancing, Grantors hereby convey to Trustee, Pioneer National Life Insurance Company in trust with power of sale the following described property:

Lot 10 Block 2 of First Addition to Buena Vista Addition to the City of Klamath Falls

"Grantor warrants that the Real Property Described herein is not currently used for agricultur, timber, or grazing purposes."

The Grantors covenant to the Beneficiary that he is the owner of said property free of all encumbrances except

NONE

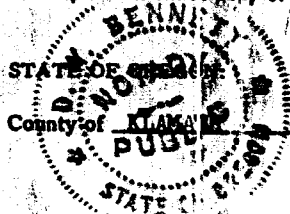
and that he will warrant and forever defend the same against all persons.

The Grantors agree to maintain the property in good condition, not to remove or demolish any building; to provide insurance on the buildings now or hereafter erected in an amount of not less than the principal balance due upon this note or any note hereafter given for which this trust deed shall be security, said insurance to name the Beneficiary as the loss payee to the extent of an outstanding indebtedness, the policy to be delivered to the beneficiary; to keep the property free of all liens of any nature and to pay all taxes and assessments levied upon the property. In the event of the Grantors' failure to pay any taxes or liens, the Beneficiary may do so and add said sums to the Grantors' obligation at the rate of interest described thereon to be paid on the demand of the Beneficiary. In the event the right of eminent domain or condemnation is exercised in regard to said property any moneys received from said proceeding shall be applied to the above indebtedness until it is paid in full.

Upon default by the Grantor hereunder, it is agreed Beneficiary may at any time enter upon and take possession of said property and may either proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the Trustee to foreclose this trust deed by advertisement and sale in the manner provided for foreclosing a trust deed in ORS 86.740 to 86.795. Upon the foreclosure the Trustee shall apply the proceeds of the sale first to the costs and disbursements taxable in the proceeding, then to the obligation secured by the trust deed, then to all recorded liens subsequent to the interest of the Trustee as they may appear in the order of their priority and the surplus, if any, to the Grantors, or to their successors and interests entitled to such surplus.

The Beneficiary may from time to time appoint a successor or successor trustees. The successor trustee upon such appointment shall be vested with all title, powers and duties of the Trustee herein named. Grantors agree to pay all filing fees as well as the costs and disbursements in any proceedings to enforce this obligation.

Receipt of an exact copy of this document is hereby acknowledged by the undersigned.



Roy E. Welsh  
GRANTOR

Mildred C. Welsh  
GRANTOR

Personally appeared the above named ROY E WELSH & MILDRED WELSH

and acknowledged the foregoing instrument to be THIRTEEN voluntary act and deed:

Before me:

Notary Public for Oregon

My Commission Expires: 10-11-80

52528

52528

52528 TRUST CHILD

52528 1172

52528

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Recorded for record at request of Mountain Title Co.

27th day of October

A. D. 1978 at 2:54 clock P.M., and

duly recorded in Vol. 1478, of Deeds on Page 24271

Wm D. MILNE, County Clerk

By Bernetha Heltsch

Fee \$6.00

INDEXED

0-1-11

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Recorded for record at request of:

15th day of November

A. D. 1978 at 11:52 clock A.M., at

duly recorded in Vol. 1478, of Mortgages on Page 24758

Wm D. MILNE, County Clerk

By Bernetha Heltsch

No Fee