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Vol. 78 Page 26474 TRUST DEED THIS TRUST DEED, made this 22nd day of ... November FRANK A. SUCCO AND BEVERLY P. SUCCO, Husband and Wife THIS TRUST DEED, made this 22nd day of

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the as grantor, William Sisemore, as trustee, and

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:

Lot 9, Block 4, DIXON ADDITION TO THE CITY OF KLAMATH FALLS, in the

which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, heraditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and lixtures, logother with all awnings, venetian blinds, floor toring, air-conditioning, retrigerating, watering and irrigation apparatus, equipment and fixtures, logistics with all awnings, venetian places, floor covering in place such as wall-to-wall corpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$48.650.00 commencing

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 may be considered by the beneficiary to the grantor or others note once. If the indebtedness secured by this trust deed is evidenced by any of said notes or part of any payments received by it upon as the beneficiary may elect.

3.5

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 and his heirs, against the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms and property the date, and agrees to pay said note according to the terms and property; to keep said property free from all the charges levied against content of the date of the construction and premises within six months from the date construction is premised within six months from the date construction property of the date construction is premised within six months from the date construction property which may be damaged or destroyed and pay improvement on coats incurred where the content of the date construction; to replace and work or materials unsperty at all beneficiary which may be damaged or destroyed and pay mention of the date of t

Obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premium while inhebtedness secured hereby in excess of 80% made, grantor the continuous purchase price paid by the grantor at the time the loan was made, grantor will pay to the beneficiary in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby of the date installments on principal and interest are payable with respect to said property within each succeeding 12 months and also 1/36 of the insure premium payable with respect to said property within each succeeding 12 months and last of 1/36 of the insure premium payable with respect as all property within each succeeding three years while this Trust beed is in interest on and amounts at a rate tool text than the highest rate authorized to be paid 1/2, in the continuous and the continuous manus 3/4 of 1/2. If such rate is less than monthly balance in the account and shall be paid quarterly to the grantor by crediting the escoul account the amount of the interest due.

While the granter is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to hear interest and also to pay premiums on all insurance polleles upon as property, and the three controllers to pay any part and all taxes, assessments and other granter hereby authorized against said property in the amounts as shown by the statement hereof furnished by the recentral said of the charges levied or furnished by the first and to while any assessments are other charges, and to pay the insurance premium countries and to while who are the same which may be required from the reserve account of a defect in any insurance my insurance written or for any loss or damage growing event of any loss, to compromise policy, and the heneficlary hereby is authorized. In the such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or upon sale or other

acquisition of the property by the heneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If any authorized reserve account 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 remainer shall pay the deficit to the beneficiary upon demand, and if not paid within the granter shall pay the beneficiary may at its option and the amount of such deficit to the principal of the ability of the principal of the contract of the principal of the p

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obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the heneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rat 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 the discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

property as in its sole 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 in confering this obligation, and trustee's and attorney's fees actually incurred; in appear in and defend any action or proceeding purporting to affect the securious and expenses, including cost of the beneficiary of trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a 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

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 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, proceedings, or to make any compromise or settlement in connection with the proceedings, or to make any compromise or settlement in connection with the proceedings or to make any compromise or settlement in connection with a payable as compensation for such require that all or any expenses of the money's or incurred by the grantor in such expenses and attorney's or incurred by the grantor in such exceedings, shall be paid to the beneficiary fees necessarily paid fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary feast necessarily paid or incurred by the proceedings, shall be paid to the beneficiary feast necessarily paid or incurred by the proceedings, shall be paid to the beneficiary feast necessarily necessarily paid and the grantor agrees, the control of the proceedings o

request.

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 iliability of any person for the powers of the indebtedness the rustee may consent of the making of any maps and the rest of the full of the full of the rustee may consent or creating and restriction thereon, (c) join in granting any other greenent affecting this deed on thereon, (c) join any subordination without warranty, all or any part of the lien or charge hereof; (d) reconvey, and the full of the f

shall be \$5.00.

3. As additional accurity, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the procuring and the perty affected to the profit of the performance of the profit of the profit of the performance of the perf

4. The entering upon and taking possession of said property, the collection 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 notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary as a service charge.

described charge.

6. 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 medical payment of any indebtedness secured hereby for in performance of any medical durant hereunder, the medical grant grant secured hereby in the hereby in the secured hereby in the process and all promisers with the secured hereby in the process and the secured hereby in the secured hereby in the process and place of sale and give notice thereof as then required by law.

required by law.

7. 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 an privileged may pay the entire amount then due under this trust deed and in enforcing the terms of the obligations secured thereby (including costs and enterpresses actually incurred not exceeding \$50.00 each) other than such portion of the principal as well on them be due had no default occurred and thereby cure the default.

a. 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 default and giving of said notice of saic trustee shall sell said property at the time and place in the said notice of saic the termine, at public auction to the lightest bidder for saic hawful money of the trustees, and the said notice of saic and property by public announcement as such order as he may post of said property by public announcement as such time and place and from time to time thereafter may postpone the saic by public announcement as such time and place and said and from time to time thereafter may postpone the saic by public announcement.

nouncement 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 preceding not be the perty so sold, but without any covenant or arranty, express or implied 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.

and the beneficiary, may purchase at the sale.

9. 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 facility the compensation of the trustee, and a follows:

(2) To the obligation trustee, and a trust deed.

(3) By the attorney.

(4) The surplus, flux proceeds as their interests appear in the order of their priority.

(4) The surplus, flux to the grantor of the trust deed or to his successor in interest entitled to such surplus.

deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to the successor of successors to any trustee named herein, or to any seyance to the successor trustee, the later shall be vested with the constant and without consuccessor trustee, the later shall be vested with the powers and dutter conferred upon any trustee herein named or appointed herein for the successor trustee, the later shall be vested with the powers and the proper may be the heneficiary. Outsining reference made by written instrument executed by the beneficiary containing reference made by written instrument executed country or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknown 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.

party units such action or proceeding is brought by the trustee.

12. 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 herein. In construing this deed and whenever the context so requires, the manicular gender includes the feminine and/or neuter, and the singular number in

IN WITNESS WHEREOF, said grand	or has hereunto set his l	to of the not beneficiary" shall administrators, execute since all party of the not secured needly, whether or not named as a beneficiar school needly, whether or not named as a beneficiar school needly in the plural. I denote includes the feminine and/or neuter, and the singular number is named as a beneficiar the plural.				
		Frank Q. Second (SEAL)				
STATE OF OREGON		(SEAL)				
County of Klamath Iss	\mathscr{L}	eurl. Pl				
THIS IS TO CORP.		(SEAL)				
THIS IS TO CERTIFY that on this 22 nd. Notary Public in and for said county and state.	lay of November	(DIAL)				
Notary Public in and for said county and state. FRANK A. SUCCO AND RE to me personally known to be the identical individue they executed the same freely and voluntarily	personally appeared the within	n named , 19.78 , before me, the undersigned, a				
they	VERLY P. SUCCO.	Hushand				
IN TERMACHY.	for the uses	uted the foregoing in the				
WHEREOF, I have hereunto set	my hand and - "	n named 19.78, before me, the undersigned, a Husband and Wife uted the forogoing instrument and acknowledged to me that rein expressed.				
IN TERMON WHEREOF, I have hereunto set	did dilixed my note	gal seal the day and year last				
(SEAU), UBL	1/2	1 of 1				
	Notary Publi	c for Oregon				
A Company of the Comp	My commiss	on expires: 11-12-78				
Loan No.	But the second of the second o					
		STATE OF CO.				
TRUST DEED		STATE OF OREGON				
		County of Klamath ss.				
		I could be				
		I certify that the within instrument				
	(DON'T USE THIS	day of November on the 42nd				
TO Grantor	SPACE: RESERVED FOR RECORDING	at 3:40 g/glost Day				
KLAMATH FIRST FEDERAL CANAL	LABEL IN COUN-	in book M78 on page 26474 Record of Mortgages of				
AND LOAN ASSOCIATION	TIES WHERE	Record of Mortgages of said County.				
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necording Return To.		affixed.				
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		Wm. D. Milne				
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REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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 same.)

Ternecha Sfelo

County Clerk

Deputy

			ROLLING M		•ID186 9111	Association, Beneficiary
DATED:	Sanar		eroko a N	amath First Fede	ral Savings & Loan	Association P
DATED.	31.27.28	200-27 4 200 200-27 4 200 200-2	19by	5 / 5 7 - 23 / 3 3 3 3 3 3 3 3 3 3 		sociation, Beneficiary
	人名英克尔 医骶骨上皮膜炎		: Reasons			
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