

59310

TRUST DEED

Vol. <sup>M</sup> 78 Page 27316

THIS TRUST DEED, made this 30th day of November,  
ELMER E. BOWMAN AND

ELMER E. BOWMAN AND BETTY E. BOWMAN, Husband and Wife

19 **78**...., between

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

WITNESSETH:

WITNESSETH:  
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 33, Block 15, Tract No. 1064, FIRST ADDITION TO GATEWOOD, in the  
County of Klamath, State of Oregon.

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

performance of each agreement of the grantor herein contained and the payment of the sum of **THIRTY ONE THOUSAND HUNDRED AND NO/100 - FIVE** (\$ **31,500.00**) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$ **277.95** commencing **January 5**, 19 **79**.

This trust deed shall further:

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 having an interest in the above described property, as may be evidenced by any note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon any said notes or part of any payment on one note and part on another as the beneficiary may elect.

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, 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 thereof and, while due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances, liens and preferences hereafter constructed on said premises; to complete within six months from the date hereof the date construction is hereafter commenced and to repair and restore said property which may be damaged in any building or improvement on the premises incurred therefor; to allow said beneficiary to inspect said property at all fact; not to remove within fifteen days after written notice from said beneficiary any materials unsatisfactory to constructed on said premises; to allow any building or improvements made by or for said beneficiary erected upon said property in good repair and improvements made by or for said beneficiary; to keep all buildings, improvements and improvements made by or for said beneficiary in good repair and to commit or suffer by fire or hereafter on said premises continuously loss and improvements in a sum not less than the original policy sum from time to time to the benefit of said beneficiary; and this trust deed, in a company or companies of the note or obligation approved loss payable to the original policy of insurance acceptable to the beneficiary, and this trust deed, in favor of the beneficiary attached with said policy prior to the effective date of said policy of the beneficiary at least discretion obtain insurance for the benefit of the beneficiary may in its own shall be non-cancellable by the grantor during the full term of the policy of insurance 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 the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor or the time the loan was made, grantor will pay to the beneficiary an annual appraisal value of the property at the time the loan was principal and interest payable under the terms of the note or obligation secured hereby of the date installments on principal and interest are due and payable an amount equal to 1/12 respect to each succeeding 12 months and also 1/36 of the insurance premium payable with interest as estimated and directed by the beneficiary. Beneficiary shall pay no interest on said amounts at a rate less than the highest rate authorized to be charged by banks on their open passbook accounts minus 3/4 of 1%. If such rate is less than 1% below the amount and shall be paid quarterly be computed on the average to the escrow account the amount of the interest due to the grantor by crediting

While the grantor 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 bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives and to withdraw the sums which may be required from the reserve fund, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written on or for any loss or damage growing out of or defect in any insurance policy, and the beneficiary hereby is authorized, in such event of any loss, to compromise and settle with any insurance company and to apply any such insurance proceeds 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

acquit-Plan of the property by the beneficiary 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 and 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 its option add the amount of such deficit to the principal obligation secured hereby.

Should the grantor 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 be drawn against the fund, and all its expenditures therefor shall be secured by the lien of the fund, and shall be repayable by the grantor on demand at the rate specified in the foregoing covenants. 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 property as in its sole discretion it may deem necessary or advisable.

The Grantor further agrees to comply with all laws, ordinances, regulations, covenants and 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 the other costs and expenses of the trust, incurred in connection with and for enforcing this obligation; and trustee's and administrator's fees actually incurred; to appear in and defend any action or proceeding purporting to subject the security of the trust to a lien or to be fixed by the court, in an action or proceeding in which the beneficiary or trustee may appear and in any action or proceeding to a fiduciary to foreclose this deed, and all said sums shall be secured by beneficiary's promissory note.

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 any 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, prosecute in its own name, or defend itself by action or proceedings, to make any compromise or settlement or to pay any money payable as compensation for such taking, which all or any portion of the money so received to pay all reasonable costs, expenses and attorney's fees necessarily paid and applied by the grantor in such proceedings, and attorney's fees necessarily paid fees necessarily paid or incurred on any reasonable costs and expenses and attorney's balance applied upon the indebtedness, the beneficiary in such proceedings, shall be necessary to take such actions and defend hereby; and the grantor agrees to be necessary in obtaining such compensation, prompt payment of such instruments as shall request.

**2.** 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 non-recovery, for cancellation), without affecting the liability of any person for recovery, for cancellation), without affecting the consent to the making of any way or plat for the indebtedness, the trustee may do any one or more of the following: (a) release all or part of the property; (b) join in granting or other agreement affecting restriction thereon, (c) execute a quitclaim deed without warranty, all or any part of the deed or the lien or charge hereof, "subordination as described above," and the fee simple interest hereinbefore conveyed, and the realties therein described, either by himself or jointly with another person, who he retains as his agent, attorney-in-fact, broker or otherwise, and if necessary, the truthfulness thereof. Trustee's fees for any matters or facts shall be entitled "hereof" and shall be \$50.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property owned during the term of the grantor shall default in deed and of any personal property owned during the term of the performance of any agreement hereunder, grantor shall have no right to collect any such rents, issues, royalties and profits earned prior to default as beneficiary, but at any time without notice, either the grantor hereunder, the beneficiary or the trustee, may cause the same to be collected by the grantor hereunder, the beneficiary or the trustee, by a court, and without regard to the adequacy of a residual property, or any part thereof, in its own name sue for or otherwise collect the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in each order the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of 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 such 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 a service 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 agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then 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 so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale of any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

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 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 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.

(2) To the obligation secured by the trustee, and a reasonable charge by the attorney. (3) To all persons having recorded liens subsequent to the trust deed, 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.

10. 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 herein 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 the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated 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.

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 pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing 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.

*Elmer E. Bowman* (SEAL)

*Betty E. Bowman* (SEAL)

STATE OF OREGON  
County of Klamath ss.

THIS IS TO CERTIFY that on this 30th day of November, 19 78, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named **ELMER E. BOWMAN AND BETTY E. BOWMAN, Husband and Wife**

to me personally known to be the identical 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*Sherald V. Baker*  
Notary Public for Oregon  
My commission expires: 11-12-82

Loan No. \_\_\_\_\_

## TRUST DEED

Grantor

TO

**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:  
**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON  
County of Klamath ss.

I certify that the within instrument was received for record on the 5th day of December, 19 78, at 11:42 clock A.M., and recorded in book M78 on page 27316.  
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

**Wm. D. Milne**

County Clerk

By *Bernhard J. Hetch*  
Fee \$6.00 Deputy

### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, \_\_\_\_\_ Trustee

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 trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

Klamath First Federal Savings & Loan Association Beneficiary

by \_\_\_\_\_

DATED: \_\_\_\_\_ 19 \_\_\_\_\_