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## TRUST DEED Vo! <u>M78</u> Page 28166

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59836 WAYNE L. HASTINGS and ETTA L. HASTINGS, husband and wife , as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

TA 38-16989

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in United States, as beneficiary: WITNESSETH:

Klamath County, Oregon, described as:

Lots 10, 11, and 12, Block 39 of CITY OF MALIN, in the County of

Klamath, State of Oregon.

MULTIN FURTHER STREET

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditements, rents, issues, profits, water rights, easements or privileges now or rogemer with all and singular the appurtenances, tenements, nerealtaments, rents, issues, protits, 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, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection 

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 interval the indebtedness secured by this trust deed is evidenced by more than one note. If the indebtedness secured by this trust deed is evidenced by any of said notes or part of any payment on one note and part on another, as the beneficiary may elect. navi note mor

The grantor hereby overnants to and with the trusted and the hendiclary real that the said premises and property conveyed by this trust deed are herein that the said premises and property conveyed by this trust deed are cree and clear of all premises and that the defend his said title thereto against the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto signast the claims of all persons whomsover. Difference of a state of the terms The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all parses assessments and other charges levied against thereof and, when due, all parses assessments and other charges levied against and property; to keep said to complete all buildings in course of construction or hereafter constructed on said premises within ance its pair and restore promptly and in good workmanike manner of construction promptly and in good workmanike manner of the same to an improvement on there of or the date course of the same terms of the same to an other of the date course of the same terms of the same term is all property where for a said premises and the same term times during when difference and work and the same term of the same terms of the same term of the said property where or destroy any building or improvement on the same term of the same term of the same term of the same terms of the same term of the same term of the same term of the same term on the form the same term of the same term of the same term on the same term of the same term of the same term term of the same term of the same terms of the same term of the same not less than the original place of the same to the term is a sum not less than the barding at a same the term term of the same term and the same term of the same not less the the same in a sort of the barditer and the term term and said policy of the same term and the same term and the same term and the same not less the the same term of the barditer and the term is cared by this trust. defend original place of the same the term and with the a sum not less than the same sort the barditer and the term term is all policy to the effective date of the barditer and the term and with the term days plustrance is at so the term of the term of the pol

obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges level or assessed against the above described pro-porty and insurance premium while the indebtedness secured hereby is in excess of 80% porty and insurance premium while the indebtedness secured hereby is in excess of 80% and or the beneficiarly soriginal appraisal value of the property at the time the lean was made, grantor will pay to the beneficiarly in addition to the monthly payments of purplex and histerst pay of the property at the time the lean in the date installments and other charges due and payable with respect to said property of the lasses, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1736 of the insurance premium payable with respect to said property in the direct by the beneficiary. Bundlear value with the rest level is in interest on said amounts at a rate not less than the of 16%. If such rate is the spin banks on their open passbok accounts minus 3/64 of 16%. If such rate is the spin at the escrow account the anount of the interest due.

While the granter is to pay any and all taxes, assessments and other charges level or assessed against said property, or any part thereof, before the same begin to be par-interest and also to pay premiums on all insurance policies upon said property, such par-ments are to be made through the beneficiary, as a for said there charges level or imposed the beneficiary to pay any and all taxes, assessments and there charges level or imposed in beneficiary to pay any any another there and the thereof furnished by the constant said property in the amounts as shown by the sait to pay the insurance prediments in the amounts shown on the statements submitted by required from the reserve service resentatives and to withdraw the sums which may be created from the reserve and the presentatives and to withdraw the sums which may be relaxed from the reserve and it saids to a be any insurance written of the pay be insurance prediming the same borghous the statement submitted by required from the reserve and is a same the same any insurance written of the pay be insurance prediming out of a defect in any insurance policy, and the arguing compare company and to apply any such loss, to come the obligations secure by this trust dreal. In computing the such insurance receipts upon the obligations secure by this trust dreal. In computing the amount of, the indebulences for payment and satisfaction in full or upon sale or other

acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebiedness. If any authorized reserve account for taxes, assessments, insurance premiums and other due, the granter shall pay deficit to the beneficiary upon demand, and if not paid within ten days after such demand, 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 of the obligation secured hereby.

obligation secured hereby. Tell'Should the granton fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures there-beneficiary may at its option carry out the same, and all its expenditures there for shall draw interest at the rate specified in the note, shall be repayable by the grantor on damand and shall be secured by the lien of this trust deed. In the grantor on damand is all have the indication to complete this goonnection, the beneficiary shall have the glab in its discretion to complete this goonnection, the beneficiary shall have the glab make such repairs to said 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 have, ordinances, regulations, ovenants, conditions and restrictions Affecting said property; to pay all costs, frees and expenses of this trust, including the cost of tills search, as well as the other costs and grants of the truster including the cost of tills context, as well as in enforcing this obligation, and trusters and appurporting to affect the system to appear in and rights or powers of the beneficiary or truster; and to pay all costs and expense to be fixed by the court, in any such action or proceeding in costs and expense to be fixed by the court, in any such action or proceeding in which the beneficiary or trusters and in any suit brought by bene-which the beneficies this deed, and all said sums shall he secured by this trust deed.

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, appear in or defend any ac-tion or proceedings, or to make any compromise or settlement in connection, such taking and, if it so elects, to require that all or any portion of the money's such taking and, if it so elects, to require that all or any portion of the momey's payable as compresention for such taking, which after the secess of the amount re-payable as compresention for such proceedings, shall be paid to the beneficiary or incurred by the greantor in such proceedings in auch proceedings, and the fees necessarily paid or incurred by the heneficiary in auch proceedings, and the fees necessarily paid or inverse by the heneficiary is and expenses and attorney's as handed by it is take such actions and excoute such instruments as shall at its own expense, to take such actions and excoute such instruments as shall at its own expense, such compensation, promptly upon the beneficiary's request.

request. 2. At any time and from time to time upon written request of the bene-ticary, payment of its frees and presentation of this deed and the note for en-dorsement, its frees and presentation of this deed and the note for en-ticary, payment of the free and the construction of the indevictors, the insteam of the liability of the making of any map of the indevictors, the joint is granting consent to the making of any map of the line of charge here of (d) reconvey, any cancement affecting and result here or for any encoded of the service of the indevictor of the indevictor of the indevictor of the indevictor of the service of the indevictor of the indevictor of the service of the service of the indevictor of the service of the service of any map of the services in this paragraph truthfulters therein of any matters of any of the services in this paragraph truthfulters indevices in the security, granter hereby assigns to beneficiary during the 3. As additional security, granter hereby assigns to beneficiary during the

truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be 55.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts and of any personal property located thereon. Until perty affected by this deed and of any personal property located thereon. Until the performance of any agreement of any indebtedness secured hereby or in perty affected by this deed and of any personal property located thereon. Until the performance of any agreement hereunder, grantor shall default in the payment of any line better the performance of any agreement hereunder, grantor shall not the right to col-licary inay at any time without nolice, either in person, the acquary of a re-licitory may at any time, without nolice, either in person, the acquary of a re-sculing for the indebtedness hereby secured, enter upon and take possessiol ed-set of persons and experises and experises on operation and collection. Including reason-tine and paying rant the solution and collection. Including reason-tine same, issues and experises of operation and collection, including reason-tion any issues and experises of operation and collection. Including reason-tion same, issues and experises of operation and collection, including reason-tion same, issues and experises of operation and collection. Including reason-tion same, issues and experises of operation and collection. Including reason-tion same, issues and experises of operation and collection. Including reason-tion same issues and experises of persons of operation and collections. Including the able attorney's fees, upon same indebtedness secured hereby, and in such order as the beneficiary may determine.

	IGS and ETTA L. HASTINGS, husband and wife individual S named in and who executed the foregoing instrument and acknowledged to me roluntarily for the uses and purposes therein expressed. reunto set my hand and affixed my notarial seal the day and year last floove written.
AUBINGER	
FAUL 300:06	Notary Public for Oregon
The committee of the second se	
Loan No.	HEEDSED WED VELTAG
	STATE OF OREGON
TRUST DEED	County of <u>Klamath</u> ss.
	I certify that the within instrumen was received for nearly
	was received for record on the 18t
	space; RESERVED at 10:45 o'clock A as
TO Granto	FOR RECORDING in book 17-78
LAMATH FIRST FEDERAL SAVING AND LOAN ASSOCIATION	SS Record of Mortgages of said County.
Beneficione	Witness my hand and
er Recording Return To:	
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	.Mm. D. Milne
	County Clerk
	Fee.\$6.00 picqueline . Mettee
C. 1744 - 144	Deputy
Clamath, State of Orag	Bused only whon obligations have been and fills COCUCE or
1. 10 11 and 12. R	COUEST, FOR FULL RECONVEYANCE
liam Circano	be used only when obligations have been paid.
SEU Trustee	
sen fully paid and satisfied. You hereby a	ar of all indebiodness secured by the foregoing trust double and
ed) and to reconvey, without warranty, to	er of all indebiedness secured by the foregoing trust deed. All sums secured by said trust deed no directed, on payment to you of any sums owing to you under the terms of said trust deed abtedness secured by said trust deed (which are delivered to you herewith logather with
Ut she i ammo on arca	
	s to much ille
그는 사람은 감독에서 걸 것 수도 사람들이 안 다시면서 집안한 비슷해야 했는 것 같아요.	部分的方法。新闻和JEELTERSTING OF THISE For Seal Content of Seal Seal Seal Seal Seal Seal Seal Seal
SAYNE L. HASTINGS	Klomath First Federal Savings & Loan Association, Beneficiary

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

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WAYNE L.

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tta L. Ztaster

DGCZ L. HASTINGS

Bot then be use had no detauts occurred and thereby cure the denaurs. 5. 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 saie, there trustee shall sell support at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as he may de-termine, at public auction to the highest bidder for cash, in lawful monsory of the any portion of said property aby public announcement at such time and place of saie, and from time, to time, thereafter may postpone the sale by public an-

the

Notary Public in and for said county and state, personally appeared the within named......

STATE OF OREGON County of Klamath ss

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THIS IS TO CERTIFY that on this 15

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 the obligations secured thereby amount then due under this trust deed and in enforcing the terms of the (including costs and expenses) and storney's fees not exceeding \$50.00 each) other than such portion of the principal as would not include the due had no default occurred and thereby cure the default.

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 mediately due and payable by delivery declare all sums secured hereby in and election to sell the trust property. Which notice trustee shall cause to be the secure deposited in the secure of the secure destination of the secure deposite with the furst performance of all promised property trustees shall fix the time, and place of sale and give notice thereof as then required by law.

5. The grantor shall notify beneficiary in writing of any sale or con-tract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as a service charge.

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 pol-ticles or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforeanid, shall not cure or waive any de-auch notice.

12. This deed applies to, hures to the benefit of, and binds all parties, hereto, their heirs legates devises, administrators, executors, successora and pledgee, the normal parties administrators, executors, successora and pledgee, the norm "beneficiary" shall make the holder and owner including herein. In onstruing this deed and whenever the context so requires, the item mak-cludes the plural.

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HASTINGS

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proper appointment of the successor fusite. 11. Trustee accepts this trust when this deed, duly executed and acknow-to notify any party hereto of as provided by law. The trustee is not obligated any action or proceeding in which the grantor, beneficiary or frustee shall be a party unless such action or proceeding is brought by the trustee.

deed or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to successor trustee successor or successors to any trustee named herein, or to any successor trustee, pointed hereinder. Upon such appointment and without con-and duties conference upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by the boneficiary, containing reference to this trust deed and its place of the proper appointment of the successor trustee.

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 rs follows: (1) To the expanses of the sale including the compensation of the trustee, and a trust deed, (3) To all persons having recorded liens subsequent to the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest emitted to such surplus.

nouncoment at the time fixed by the preceding postponement. The trustee deliver to the purchaser his deed in form as required by law, conveying the perty so sufficient of any matters or fact shall be conclusive proof of recitias in the def of any matters or fact shall be conclusive proof of and the beneficiary, may purchase at the sale.

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