Vol. M79 38-1/2/08 Page __28587 TRUST DEED_Page : 1506 - 19...78. between 01-11473 **60115** 61278 ...19 ... 78. between THIS TRUST DEED, made this 21st day of ... December PHILLIP GRAHAM CROW and LORI DAWN CROW, 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

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

Klamath. County, Oregon, described as: World 4, Block 16, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of oregon:

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now of the standard singular the appurtenances. together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating, ventilibring to, derived from or in anywise apportaining to the above described premises, and all plumbing, lighting, heating, ventilibring to the above described premises, and all awnings venetian blinds floor lighting all avoings venetian blinds floor lighting all avoings venetian blinds floor. nereatter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, healing, ventional lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetion blinds, floor covering in place such as wall-towall carneting and lipolating shades and built-in appliances appearance because in the covering in place such as wall-towall carneting and lipolating shades and built-in appliances appearance because in the covering in place such as wall-towall carneting and lipolating shades and built-in appliances appearance. covering in place such as wall-to-wall carpeting and lineleum, shades and built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the granter has or may hereafter acquire, for THOUSAND AND NO/ 100 performance of each agreement of the granter herein centained and the payment of the sum of PORTY SIX THOUSAND AND NO/ 100 performance of each agreement of the granter herein centained and the payment of the sum of a promissory note of even date herewith, payable to the [5 45.000.00] Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the semicitary or order and made by the granter, principal and interest being payable in monthly installments of \$.405.72

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This trust deed shall further secure the payment of such additional money, and may be loaned hereafter by the beneficiary to the grantor or others using an interest in the above described property as may be evidenced by a connotes. If the indebtedness secured by this trust deed is evidenced by the or, notes, the beneficiary may credit payments received by it upon the total payments of the payment on one note, and part on another, you said notes or part of any payment on one note and part on another, 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 crantor will and his heric executors and administrators shall warrant and defend his said title thereto 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 thereof and, when due, all taxes, assessments and other charges levied accause the terms and other charges levied accause the said property; to keep and property free from all encumbrances housing precedence over this true deed; to complete all hulldings in course of control to the restrict construction is hereafter on the said property and the deed; to complete all hulldings in course of control to the restrict construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore said property at which may be damaged or servoyed and pay when due, all property at which may be damaged or servoyed and pay when due, all times during construction; to replace any work or materials unsatisfactory to costs incurred therefor; to allow beneficiary to inspect said property at all times during constructed on said premises; to keep all buildings and improvements now or fact on the said premises; to keep all buildings and improvements of the now and or said premises; to keep all buildings and improvements on own or be resulter erected on said premises continuously from time to time, equire to will be a sum not less than the original principal sum of the note or obligation will be all the secured by this trust deed in a company or companies acceptable to the health original policy of insurance in correct form and with iliciary and to deliver the original policy of insurance in correct form and with iliciary and to deliver the original policy of insurance in correct form and with iliciary and to deliver the original policy of insurance in correct form and with iliciary and to deliver the original policy of insurance in correct form and with iliciary and to deliver the original policy of ins

Obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the abare described property and insurance prenulum while the indebtedness secured thereby is in excess for 80% of the lesser of the original purchase price paid by the granter at the time the lean and the lesser of the beneficiarly softimal appraisal value of the property at the time the lean was made, granter will fay to the beneficiarly and addition to the mentally formed and interest psychiate under the terms of the note of ellipation seemed hereby on the date installments on principal and interest are payable with represent to said property within each succeeding 2 mentals and also 1.7 of the house precision seemed hereby of the tooks, assessments, 2 mentals and also 1.7 of the house precision seemed hereby effect as estimated and directed by the beneficiarly shall ray to the fifteen said amounts at a rate not less than the leaf-tay shall pay to the part of the property within each succeeding three years while this Trust Beed is interest on said amounts at a rate not less than \$4 of 16%. It such fare he takes that he had so their open passions accounts must be highest rate anniorized to be paid \$6.00 the rate of energial paid shall be \$6.00 the rate of energy and shall be compared on the account must be paid quarterly to the granter by creating to the eserow account the amount of the interest due.

While the grantor is to pay any and all taxes, assessments and other charges beside or assessed against said property, or any part thereof, before the same begin to hear interest and also to pay premiums on all insurance potices upon said property, such payments are to be made through the beneficiarty, as a season and other charges priced or impossible beneficiary to pay and all taxes, assessments and are an other charges priced or impossible beneficiary to pay and all taxes, assessments and assessments of the charges priced or impossible such property in the amounts as shown on the statements submitted by the insurance carriers of their collector of such taxes, on the statements submitted by the insurance carriers of their research properties and to withdraw the sums which may be required from the reserve, ascounts of any established for that purpose. The grantor affecting the research properties of the payment of a defect in any insurance policy, and the original properties of the payment and carried on the statement of an loss, to compremise and settle with any insurance company and to apply agreement and any loss, to compremise and settle with any insurance company and to apply as amount of the indebtedness for payment and satisfaction in full or upon sale or other amount of the indebtedness 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 indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any 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 grantor shall pay the inferior to the beneficiary may at its spition 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 may at its option carry out the same, and all its expenditures therefore the same and the sequence of the sequence of

property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, condutions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the fees and expenses of the truster and property to pay all costs, including the other costs and advisable, and trusters and trusters and trusters and incurred in connection with or incurred in an defend any action or proceeding purporting to affect the security appears in and defend any action or proceeding purporting to affect the security of the process and expenses, incurred and connection of the costs and expenses, including cost of evidence of title and attorneys are costs and expenses, including the beneficiary or trustee may appear and in any such action or proceeding which the heneficiary or trustee may appear and in any such action or proceeding which the heneficiary or trustee may appear and in any such action of proceeding this deed, and all said sums shall be secured by this trust ficiary to foreclose this deed, and all said sums shall be secured by this trust.

heneficiary will furnish to the grintor on written request therefor an atement of account but shall not be obligated or required to furnish ter statements of account. The beneficiary will full statement of account further statements of

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 active right to commence, prosecute in its own came, appear in or defend any active in the right of the right of the result and the right of the selects, to require that all or any portion, of the money's such taking and, if it selects, to require that all or any portion, of the money's repair of the such taking, which are in excess of the amount related by the grantor in such proceedings, shall be paid to the benefits or incurred by the grantor in such proceedings, shall be paid to the benefit and applied by it first upon any reasonable costs and expenses and attorney's and applied by it first point incurred by the beneficiary in such proceedings, and the benefit of the proceedings and the same papied upon the indebtedness secured hereby; and the grantor agrees, it is own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.

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 distribution in the control of the limit of the payment of the making of any person for the payment of the distribution, without affecting it for the payment of the making of any map or plat of any poperty; h) join in rangel consent to the making of any map or plat of the property; h) join in constitutions are accounted from the payment of the property. The grantee in a payment of the property. The grantee in difference without warranty all or any part of the property. The grantee in difference is the control of the property of the property

truthrumest inercoi. Trustee's fees for any of our services in this paragraph is shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all tents, issues, royalties and profits of the program of the profits of the profit of the pr

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- 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. or 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 medicary may declare all sums secured hereby inmediately due and payable by the truste of the truste of written notice of default and election to sell the trust property, then notice trustees 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 trust list trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustees 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 cach) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.
- S. 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 said, 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 percels, 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 sale of all or 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 an-

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 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.

- 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 'ucluding the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the interests of the trustee 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.
- 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 of successors to any trustee named herein, or to any successor trustee appointed bereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall a vested with all title, powers and duties conferred upon any trustee herein named appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deep of the county of the successor in the office of the county deep and its place of record, which, when recorded in the office of the county of the successor irustee.

 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 and 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 archies to, inures to the benefit of, and binds all parties
- 12. This deed arriles to, inures to the benefit of, and binds all parties hereto, their heirs, legatess devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a heneficiary herein. In constraing this deed and whenever the context so requires, the maculine 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.

경기 (1) 전 경기 등 경기 :	PHILLIP GRAHAM CROW (SEAL
STATE OF OREGON	LORY DAWN CROW CLOUT (SEAL
County of Klamath ss	
THIS IS TO CERTIFY that on this 3/2t day of	
Notary Public in and for said county and state, personal	ly conserved the within served
to me personally known to be the identical individual	nd LORI DAWN CROW, husband and wife
they executed the same freely and voluntarily for the	amed in and who executed the foregoing instrument and acknowledged to me that
	and and affixed my notatial seal the day and year last above written.
	did jedi icst above writen.
12 776 of 60% so	Tux Chuens
(SEAL)	Note Public for Oregon My commission expires: 5-14-10-33
	경찰 시계 동안 경찰 사람들은 하는 사람들이 보고 하는 사람들이 모르는 사람들이 없다.
	클릭하는 여름 내고 하는 사람들이 모르는 이번 경험이 없다고요.
	STATE OF OREGON Klamath ss.
ate of Oregon,	County of Klamath ss.
unty of Klamath ss,	사람이 있는 경이 사용을 다고 하는데 생각하다면 가능한 것이다. 그런 모양이 바로 보면 사용하는데 있다. 사용을 보면 사용하는데 사용했다면 통한 기술을 다른데 되었다면 했다.
I hereby certify that the within instrument was	I certify that the within instrument was received for record on the 22nd
seived and filed for record on the 18th	day of December 19.78
y ofJanuary, 1979_, at10:51	day of December, 19.78, (DON'T USE THIS STATE, at 2:36 o'clock P. M., and recorded space; Reserved
clock A M. and recorded on Page 1506	
Book M79 Records of Mortgages	TIES WHERE
said County.	Witness my hand and seal of County
	ăffixed
WM. D. MILNE, County Clerk	William D. Milne,
By Derrutha Drills the Deputy	County Clerk
More	DEXED Bracqueline Metler
물을 살아면서 얼마를 만든 사람이지 않는데 모드	Deputy
	Fee \$6.00

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 berowith together with said trust deed) and to receivey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the

Klamath First Federal Savings & Loan Association, Beneficiary

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