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TRUST DEED

Vol. 79 Page 9747

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THIS TRUST DEED, made this .2.7thday of April	
THIS TRUST DEED, made this .2.7 thday of	band and wife

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

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:

A Tract of land situate in the SEXNW of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point which is North 261.14 feet along the quarter line from the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian and running thence North 89° 49' West a distance of 401.68 feet to a point which is on the Easterly right of way line of the Dalles-California Highway; thence North 60 02'East a distance of 110.6 feet along said Easterly right of way line to a point; thence South 890 49' East a distance of 390.1 feet to a point which is on the Northwest quarter line of said Section 7; thence South along the said Northwest quarter line a distance of 110.0 feet to the point of beginning.

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 or genier will all allowing the appetraciances, renoments, necessarians, rens, issues, proms, mater rights, easthern or privileges new or realistic presents of privileges new control of privileges new co 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 with the above described premises, including all interest therein which the granter has one 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 interest in the above described property, as may be evidenced by a 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 more than one note, the payment 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.

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 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 against exidence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date of hereof or the date construction is hereafter commenced; to repair and restore hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanike manner any building or improvement on said property at allow beneficiary within fifteen and a safter written notice from beneficiary of such fact; not to remove or replace any work or materials manifestary to beneficiary within fifteen doys after written notice from beneficiary of such fact; not to remove or premises; to keep all buildings and improvements now hereafter erected upon said property in good repair and to commit or suffer now waste of said premises; to keep all buildings, property and improvements now or hereafter erected upon said premises continuously insured against loss of the said property and improvements in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestion in a sum not less than the original principal sum of the note or chilestical principal sum of the note or chilestical premium paid, but the drincipal place of business of the beneficiary may in its own said property in s

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 prendum while the indichtedness accured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the loan smade or the beneficiary's original appraisal value of the property at the time the loan sale made, grantor will pay to the beneficiary in addition to the media property at the time the loan price of the protect of the rest of the rate or obligation secured bereby united date installments on principal and interest are payable an amount equal to 1749 of the law, assessments, and other charges due and payable with respect to said property within each succeeding three years should property within each succeeding three years should property within each succeeding three years should properly the property of the pr

While the grantor is to pay any and all tays, assessments and other charges lexical or assessed against said property, or any part thereof, before the same begin to bear interest, and also to pay premiume 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 restrictatives and to withdraw the sums which may be required error the reserve account, restrictatives and to withdraw the sums which may be required error to hold the beneficiary responsible for failure or have an insurance utilities or only loss of damage growing out of a detect in any insurance policy, and the beneficiary berely is authorized, the out of a detect in any insurance policy, and the beneficiary berely is authorized, the court of any loss, to compromise and settle with any insurance romapany and to apoly any such insurance receipts upon the obligations accurred by this trust deed. In computing amount of the indeptendness 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 for the payment of such charges as 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 of the 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 there-heneficiary may at its option carry out the same, and all its expenditures there-heneficiary site at the rate specified in the note, shall be repayable by for shall draw interest at the rate specified in the note, shall be repayable by the iron of this trust deed, the grantor on demand and shall be secured by the iron of this trust deed, the grantor on demand and shall be secured by the iron of this trust deed, the grantor on demand and shall be secured by the iron of this trust deed, and in the same connection, the 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 coats, covenants, conditions and restrictions affecting said property; to pay all coats, fees and expenses of this trust, including the cost of title search, as well as fees and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the secure acts and expenses, including cost of evidence of title and attorney's fees including cost of evidence of title and attorney's fees including cost of evidence of title and attorney's fees including the court, in any such action or proceeding in reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by hence ficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The heneficiary will furnish to the granter 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 action or proceedings, or to make any compromise or settlement in connection with noting and, if it so elects, to require that all or any portion of the money's such haking and, if it so elects, to require that all or any portion of the money's such be as compensation for such taking, which are in excess of the amount repayable to pay all reasonable costs, expenses and attorney's feets necessarily paid or incurred by the pensions and applied by it first upon any reasonable costs and expenses and attorney and applied upon the indebtedness secured heart expenses and attorney, halance applied upon the indebtedness secured heart, and the grantor agree, belance applied upon the indebtedness accured heart, and the grantor agree, that its own expense, to take such actions and execute such instruments as shall the expenses of the property of the property of the property of the beneficiary's request.

2. At any time and from time the content of the property of the propert

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 full reconveyance, for cancellation), without affecting the listility of any person for the payment of the indebtedness, the trustee may (a) itself the property of the payment of the payment of the restriction thereon, (c) join in any subordination any casement or creating said restriction thereon, (c) join in any subordination of the agreement affecting this deed or the ilen or charge hereof; (d) reconvey, without warranty, all or any part of the property. The garnete in any reconvey, the property of the property of the conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

shall be \$5.00.

3. As additional security, granter hereby assigns to beneficiary during the continuance of these trusts all tents, issues, royalites and profits of the property affected by this deed and of any personal property located thereon. Until granter shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, granter shall have the right to collect all such rents, issues, orgalies and profits earned prior to default as they become due and payable. Upon any default by the granter hereunder, the bene-become due and payable. Upon any default by the granter hereunder, the bene-ficiary may at any time without notice, either in person, by agent or by a redicter to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured, enter upon and take possession of security for the indebtedness hereby secured for or otherwise collect said property, or any part thereof, in its own name sue for or otherwise collect hereby secured the property of the payable of the property of the property

- 6. 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 segreement hereunder, the beneficiary may declare all sums secured hereby in mediately due and payable by delivery to the trustee of written notice of default and election to sell, and election to sell, the trustee of efault 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 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 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 recordation of said notice of default and giving of said notice of saie, the trustee shall sell said property 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 determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of saie. Trustee may postpone saie of all or any portion of said property by public announcement at such time and place of saie and from time to time thereafter may postpone the saie 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 rectials 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 including the compensation of the trustee, and 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 hereficiary 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 exceed 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 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 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

The state of the s	nos nereunto set nis n	and and seal the day and year first above written
	<u> </u>	Myl T. ROOT (SEAL
STATE OF OREGON	4	Julia a. Root (SEAL
County of KLAMA TH \ss		y 11. 11. 11. 11. 11. 11. 11. 11. 11.
THIS IS TO CERTIFY that on this 27 do	y of April	, 19 79 before me, the undersigned, o
Notary Public in and for said county and state, p	ersonally appeared the with	
- KOUT and JULIA	A. ROOT, hughar	nd and
to me personally. Include to be identical individua	10	
the state of the s	ior the uses and purposes th	BIRIT BYDIACCA
C: 115 CON TESTIMONY WHEREOF, I have hereunto set	my hand and affixed my no	urial seal the day and year last above written.
PHOLIQ	\/ /	L O list Res / The
		blic for Oregon
SEAL E OR GIVE	My commis	ssion expires: 3/20/5/
TRUST DEED		STATE OF OREGON County ofKlamath ss.
		I certify that the within instrument
		was received for record on the 0th
	(Davis	day of April 1979
	(DON'T USE THIS SPACE; RESERVED	at 3:38 o'clock P M and recorded
Grantor	FOR RECORDING LABEL IN COUN.	in book M79 on page 9747
TO KLAMATH FIRST FEDERAL SAVINGS	TIES WHERE	Record of Mortgages of said County.
AND LOAN ASSOCIATION	USED.)	Witness my hand and seal of County
Beneficiary	and the second of the second of the second	affixed.
After Recording Return To:		Land to the state of the state
KLAMATH FIRST FEDERAL SAVINGS	and the second	Wm. D. Milne
AND LOAN ASSOCIATION	$f_{ij}(x_i) \partial_{x_j} (x_i) \partial_{x_j} (x_j) \partial_$	County Clerk
	Control of the Control of	By Demetha Soloch
	i in the second of the contract of the second of the secon	Fee \$6.00 Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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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.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: by the state of the state

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