

69273

Vol. ^m 79 Page 14466

.....
 LON. D. CASEBEER AND JANICE L. CASEBEER, Husband and Wife 19 79 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:
The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in
..KlamathCounty, Oregon, described as:

Lot 23, Block 15, Tract No. 1064, FIRST ADDITION TO
GATEWOOD, in the County of Klamath, State of Oregon.

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 appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, 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 with the above described premises, including all interest therein which the grantor has or may hereafter have in the premises, together with the performance of each agreement of the grantor herein contained and the payment of the sum of FOURTY-THREE THOUSAND AND NO/100 (\$ 43,100.00) 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 \$ 396.25 commencing July 25 19 79.

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 any of 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, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in course of construction hereafter constructed on said premises within six months from the date of completion of the date construction is hereafter commenced; to repair and restore said property in and in good workmanlike manner; to rebuild any building or buildings which may be damaged or destroyed by fire or improvement on the premises during construction; to allow beneficiary to inspect said property at all times within fifteen days after the beneficiary may in writing demand the same; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said property in good repair and to commit or suffer the waste of said property; to keep all buildings, property and improvements by fire or such other hazards as said beneficiary may from time to time request; to insure in a sum not less than the original principal sum of the note or obligation hereafter created, and to this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with premium paid, to the principal place of business of the beneficiary attached and with said policy of insurance is not to be cancelled, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-cancellable by the grantor during the full term of the policy thus obtained.

That for the purpose of prokiding regularly for the prompt payment of all taxes, assessments, and governmental charges levied or assessed against the above described property and insurance premiums while the indebtedness secured hereby is in excess of 80% of the lesser of the original purchase price paid by the grantor at the time the loan was made or the beneficiary's original cash value of the property 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, the following amounts, in installments on principal and interest as payable on the 1st of each of the 1st, 4th, 7th, 10th, 13th, 16th, 19th, 22nd, 25th, 28th, 31st of each month, the sum of \$1.12 within each succeeding 12 months and also 1/36 of the insurance premium payable with respect to said property effect as estimated and directed by the beneficiary. Beneficiary shall pay the interest on the loan and amount, at a rate not less than 3% of 1%, to the order of the bank on their open passbook accounts minus the highest rate authorized to be paid by the Federal Reserve Board, and the interest shall be computed on the average monthly balance in the account and shall be paid quarterly to the grantor by crediting to the escrow account the amount of the interest due.

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 payment are to be made through the beneficiary, or the beneficiary's agent, as hereinafter designated, to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown in the statements thereof and imposed collector of such taxes, assessments and other charges, and to pay the insurance premiums in the amounts shown in the statements thereof, and to pay the insurance premiums, interest and to withhold the statements submitted by the insurance carriers or their rep. If any established for that purpose, the sums which may be required from the grantor, or the beneficiary, for failure to have any insurance, written or for any loss or damage growing out of a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipt upon the obligations created by the first deed in complying the 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 time for the payment of such charges as they become due, the grantor shall pay the deficit for the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may in its option add the amount of such deficit to the principal of the obligation created 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 draw interest at the rate specified in the note. All amounts repayable by the grantor on demand shall be secured by the lien of the trust deed. 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 complete property as in its sole discretion it may deem necessary or advisable.

The grantor trust

[illegible]

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 beneficiaries shall have the right to commence, prosecute, defend, or cause to be prosecuted or defended, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that a certain portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees actually paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees actually paid or incurred by the beneficiary in such proceedings, and the balance applied to the satisfaction of any indebtedness secured hereby; and the beneficiary shall be authorized to take and execute such instrument as it may deem necessary in its own expense, to take and execute such instrument, and the beneficiary 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 redemption (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance shall be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

[illegible]

14467

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 then 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 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 announcement 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 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 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 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.

STATE OF OREGON

County of Klamath ss

THIS IS TO CERTIFY that on this 19th day of June, 19 79, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named LON D. CASEBEER AND JANICE L. CASEBEER, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Notary Public for Oregon
My commission expires: 3-8-83

Loan No. <u> </u>		STATE OF OREGON	
TRUST DEED		County of <u>Klamath</u> ss.	
<p>TO <u>Grantor</u></p> <p>KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION</p> <p>Beneficiary</p> <p>After Recording Return To:</p> <p>KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION</p>		<p>I certify that the within instrument was received for record on the <u>20th</u> day of <u>June</u>, 19 <u>79</u>, at <u>10:57</u> o'clock <u>A</u>.M. and recorded in book <u>170</u> on page <u>14466</u> Record of Mortgages of said County.</p> <p>Witness my hand and seal of County affixed.</p> <p><u>Mr. D. Milne</u> County Clerk</p> <p>By <u>Bernetha B. Hetch</u> Deputy</p> <p>Fee \$6.00</p>	

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.

DATED: 19 by Klamath First Federal Savings & Loan Association, Beneficiary