70198

TRUST DEED

Vol. 79 Page **16019**

		/ / _								19	7.9 , between
	THIS TRUST	DEED, ma	de this 5.th	day of	DTANE	R. HAN	MOND.	husband	and w	LIE	
1	JER	COMP		A SUD & SERVICE	Stabasta i		5194194	as granto	ır, William S	isemore, E	is trustee, and
	amath firs			AND LO	N ASSOCI	ATION, 8	corporat	ion organize	d and existin	ig under t	ne laws of the
KL.	amath firs	r FeDera	EAL. P. SVAHAGO		A Principal Comment 👫 🛊	A THEORY CO.	胡鸣 网络多克拉斯				
Uni	ited States, as	Denencia			WIT	NESSE	TH:	in trust	with power	of sale, t	he property i

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 8, Block 41 FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

together with all and singular the appurencices, lenements, hareditaments, rents, issues, prafits, water rights, easements or privilages now or Iroquiner with all and singular the appurenances, tenements, neglection and its states, prairts, water rights, easements of privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, all-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor lating, all-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor lating, all-conditioning, refrigerating, watering and linoleum, shades, and built-in appliances now or hereafter installed in or used in connection. covering in place such as wall-to-wall curpeting 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 grantor has or may hereafter acquire, for the purpose of securing the performance of each agreement of the crantor herein contained and the payment of the sum of TWENTY-FIVE OF AND AND AND Experiments of each agreement of the crantor herein contained and the payment of the sum of TWENTY-FIVE OF AND AND AND Experiments of each agreement of the crantor herein contained and the payment of the sum of TWENTY-FIVE OF AND AND AND Experiments of each agreement of the crantor herein contained and the payment of the sum of a promissory note of even date here; the payment of the crantor herein contained and interest being payable in monthly installments of \$23.4.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and interest being payable in monthly installments of \$2.234.50 commencing to the contained and the payment of the sum of the contained and the payment of the sum of the contained and the payment of the containe

This trust deed shall further secure the payment of such additional money.

In any, as may be loaned hereafter by the beneficiary to the granter or others if any, as may be evidenced by the such as the series of the independence of the secure of the independence by this trust deed is evidenced by 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 beneficial herein that the said premises and properly conveyed by this trust deed a herein that the said premises and appoperly conveyed by this trust deed a free and clear of all encumbrances and that the grantor will and his belt against the claims of all persons whomsoever.

receivors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsover.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and there charges levied against the control of the date constructed on said premises within six months from the date proof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on promptly and in good workmanlike manner any building or improvement on promptly and in good workmanlike manner any building or improvement on the control of t

obtained.

That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges levied of assessed animat the above described property of information per per position of the lesser of the original purchase price paid by the granter at the time the loan state of the beneficiary's original appraisal table of the property at the time the loan was made, granter 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 or in the second of the property at the time the loan principal and interest and interest and interest and interest and interest and interest and property of the note of the property of

While the grantor is to pay any and all tates, assessment and other charges ledel or assessed against said property, for any pirt 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 rantor hereby authorize the beneficiary to pay any and all taxes, assessments and other charges leded or imposed statistics and property. In the amounts as shown by the attenuents interest formshed by the collector, of such taxes, assessments or other charges, and to say the insurance premiums in the amounts shown on the statements substituted by, the insurance carriers or their resemble to the control of the payment of the statements substituted by, the insurance carriers or their resemble to the payment of the statements substituted by, the insurance corresponds to the control of the payment of the statements and the correct of the payment of the statements substituted by, the insurance correct of the payment of the statements and the correct of the payment of the statements and the correct of the payment of the statements and the statements are controlled to the statements of the payment of the statements of the statements and the statements of the insurance company and to apply any control of the indepted of the indepted of the payment and satisfaction in full or upon sale or other amount of the indepted of the payment and satisfaction in full or upon sale or other amounts of the indepted of the payment and satisfaction in full or upon sale or other amounts.

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 perglums and other charges is not sufficient at any for taxes, assessments, insurance perglums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay 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 sheneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the lien of this trust deed. In the grantor on demand and shall be secured by the lien of this trust deed. In the grantor on demand and shall be secured by the lien of this trust deed. In the grantor on demand and shall have the right in its discretion to complete this connection, the beneficiary shall have the right in its discretion to complete this connection, the made on said premises and also to make such repairs to said any improvements made on said premises and also to make such repairs to said properly 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 costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the cost said expenses of the cost of title search, as well as in enforcing this obligation, and resease and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of the beneficiary or trustee; and to pay all its person of the tendence of title and attorney's feeding in costs and expenses, including by the court, in any such action or proceeding the thin the beneficiary or rustee may appear and in any such throught by benewhich the beneficiary or rustee may appear and in any such throught by benewhich the beneficiary or this deed, and all said sums shall be secured by this trust deed.

The heneficiary will furnish to the grantor on written request therefor an all statement of account but shall not be obligated or required to furnish 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, prosecule in its own name, appear in or defend any activation or proceedings, or to make any compromise or settlement in connection with tion or proceedings, or to make any compromise or settlement in connection with the said of the the s

request.

2. At any time and from time to time upon written request of the beneficiary payment of its free and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the inability of any person for the payment of the indebtedness, the trustee, may (a) liability of any person for the payment of the indebtedness, the trustee, may (a) convent to the making of any map or plat of said property; (b) join in granting convent or creating and restriction therein, (b) ploin in any subordination or other arcrement affecting this deed or the property. The grantee in any reconvey, without warranty all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the rectals therein of any matters or facts shall be conclusive proof of the truttfulness thereof, Trustee's fees for any of the services in this paragraph shall be \$5,00.

shall be \$5,00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, rayadites and profits of the property affected by this deed and of any personal property located thereon. Until personal property affected by this deed and of any personal property located thereon. Until personal property and the property and the property of the personal property of 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 to security for the indebtedness hereby secured and collection, including reasonable and profits, including those past due and, unput, and apply the rents, issues and profits, including those past due and, unput, and apply the rents less costs and expenses of operation and collection, including reasonable and profits and profits and expenses of operation and collection, including reasonable and profits and prof

- 4. The entering upon and taking possession of said property, the collection needs for compensation or awards for any taking or damage of the property, and application or release thereof, as a storeasid, shall not cure or waive any described or compensation or constitution of the property, and application or release thereof, as a storeasid, shall not cure or waive any described or constitution of the property. The property is the property of t
- 5. The grantor shall notify beneficiary in writing of any sale or conact for sale of the above described property and furnish beneficiary on a
 rm supplied it with such personal information concerning the purchaser as
 unid ordinarily be required of a new loan applicant and shall pay beneficiary
 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 greement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default mediately 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 filled 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 the beneficiary shall deposit with the trustee this trust; deed and all promissory whereupon the notes and documents evidencing expenditures secured hereby, whereupon the trusters 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 granter or or other person so privileged may pay the entire amount, then due under this trust deed and the obligations secured thereby (including costs and repenses 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 termine, at public auction to the highest bidder for cash, in lawful money of the tormine, at public action to the highest bidder for cash, in lawful money of the anny portion of said property by public announcement at such time and place of any portion of said property by public announcement at such time and place of said and from time to time thereafter may postpone the sale by public ansale and from time to time thereafter may postpone the sale by public ansale and

nouncement at the time fixed by the preceding postponement. The trustee sideliver to the purchaser his deed in form as required by law, conveying the perty so sold, but without any covenant or warranty, express or implied, recitals in the deed of any matters or facts shall be conclusive proof of recitals in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the gran and the beneficiary, may purchase at the sale.

- 9. When the Trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of the trustee's sale as follows: (1) the expenses of the sale including the compensation of the trustee, an reasonable charge by the attorney. (2) To the obligation secured by reasonable charge by the attorney. (2) To the obligation secured by trust deed. (3) Io all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interests appear in order of their priority. (4) The surplus, if any, to the grantor of the t 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 duttes conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executes 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.
- party unites 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 bedges, of the note secured hereby, whether or not named as a beneficiary bedges, of the note secured hereby, whether or not named as a beneficiary begges, of the note secured hereby, whether or not named as a beneficiary bedges, of the note such as a beneficiary bedges, of the note and of the success of the secure of

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Neime F. Damma VEROME F. HAMMOND ammond STATE OF OREGON County of Klamath ss THIS IS TO CERTIFY that on this 5 i day of 19 79, before me, the undersigned, a Notary Public in and for said county and slate, personally appeared the within named JEROME F. HAMMOND and DIANE R. HAMMOND me personally known to be the identical individual 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. N TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and Notary Public for Oregon PRE BUSE My commission expires: (SEAL) STATE OF OREGON .oan No. County of Klamath TRUST DEED I certify that the within instrument was received for record on the 6th __, 19__7.9, day of July -at 2:09_o'clock_P_M., and recorded THIS THIS in book ___179 ___on page 16019 FOR RECORDING Record of Mortgages of said County. ADEL IN COUN-TO USED.) Witness my hand and seal of County KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION affixed. Beneficia Wm. D. Milne County Clerk Atter Recording Return To: Resol KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Deputy: \$5.00 rat includit of hite in the edeniegina i REQUEST FOR FULL RECONVEYANCE 4: 07:4:

To be used only when obligations have been paid.

30:08

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said pursuant to statute, to cancel all evidences of indebtedness secured by the terms of said trust deed the estate now held by you under the 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

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