72546

04-11671

TRUST DEED

TA 38-19761

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..... 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:

A portion of Tract 25 of ALTAMONT SMALL FARMS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in the Northerly boundary of Tract 25, ALTAMONT SMALL FARMS said point being 528.0 feet distant Westerly from the Northeasterly corner of said tract, and running West along said Northerly boundary line 132.0 feet; thence South 326.8 feet, more or less to a point in the Southerly boundary of said tract; thence East along said boundary of said tract 132.0 feet; thence North 325.6 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 hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting leating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment end fixtures, together with all awnings, venettan blinds, floer 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 or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of TWENTY THE ADD THREE (s. 26, 350,000...) 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 \$.330.43 commencing

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.

spainst 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 other charges levied against independently: to keep said property free from all encumbrances having pre-cedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date 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 which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary of such fact; not to remove or destroy any building or improvements now or 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 on said premises continuously insured against loss by fire or such other hazards as the beneficiary from time to time require in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies accentable to the there ifteen, adays principal place of business of the beneficiary at less tifteen days prior to the effective date of any such policy of insurance. If add policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the beneficiary may in its own iscord both businarance for the beneficiary may in its own discretion obtain insurance of the beneficiary may in its own discretion obtain insurance of the beneficiary may in its own discretion obtain insurance of providing regularly for the neuron of the pendiciary shall be non-cancellable by the grantor during the full term of the policy thus obtained.

obtained. That for the purpose of providing regularly for the prompt payment of all taxes, assessments, and governmental charges leyled or assessed against the above described pro-perty and insurance premium while the indebtedness accured hereby is in excess of 80 %of the lesser of the original purchase price prid by the granter at the time the bane was made or the heneficiarly include appraised take of the property at the time the bane was made, granter will pay to the heneficiary in addition to the monthly payments of principal and interest payable under the terms of the noise or obligation scentce hereivy on the date instalments on principal and interest are payable an amount equal to 1/12 of the layer, assessments, and other charges due and payable with respect to said property within each succeeding 12 months and also 1/36 of the insurance prendum payable with respect to said property willing reach succeeding there years while this Trust Deed is in effect as estimated and differed by the beneficiary. Beneficiary shall pay to be granter by banks on their open passbook accounts muns 3/4 of 1%. If such rate is less than 1%, the acte of interest pay shall be 1%. Interest shall be to the granter by completed on the average mentiby balance in the account and shall be paid quarterly to the granter by crediting to the account the amount of the interest due.

While the granter is to pay any and all taxes, as essments and other charges ledet or assessed addited sale property, or any part thereof before the same begin to hear interest and also to pay premums on all insurance policies upon sold property, such pay-ments are to be made through the beneficiary, as aforesaid. The granter hereby authorize the beneficiary to pay any and all taxes, ascessments and other charges level or imposed against said property in the amounts as shown by the statements thereaf furnished by the collector of such taxes, assessments or other charges, and ther pay authorizes in the amounts shown on the statements submitted by the insurance carriers or their rep-resentatives and to withdraw the sums which may be required from the reserve account. If any, established for that purpose. The granter agrees in no event to hold the beneficiary, for responsible of railing to bay any insurance written or for any loss or damage graving out of a defect in any insurance policy, and the beneficiary hereby is authorized. In the such insurance receipts upon the oldgations secured by this trust deed. In computing the 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 time for the payment of such charges as they become due, the granter shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its ontion add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor full to keep any of the foregoing covenants, then the 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 demand and shall be secured by the lien of this 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 said property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all have or advisable. The grantor further agrees to comply with all have, ordinance, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, frees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the truster 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 secur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a 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 bene-ficiary to forcelose this deed, and all said sums shall be 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:

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 of eminent domain or condemnation, the beneficiary shall have the right of commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or avtilement in connection with such taking and, if it so elects, to require that all or any portion of the noney's payable as compensation for such taking, which are in excess of the amount re-guired to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary fres necessarily paid or incurred by the beneficiary in such proceedings, and the name applied upon the indelucideness secured hereby; and the creater and attorney's at its own expense, to take such actions and execute such instruments as shall he 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 bene-ficiary, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for cancellation), without affecting the liability of any presson for the payment of the indebtedmess, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating and restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lieu or charge hereoit; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconvey-mate may be described as the "person or persons locally entitled thereto" and the trel(a)s thereof. Trustee's fees for any of the services in this paragraph shall be \$3.00.

shall be \$3.00. 3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all tents, issues, royalities and profits of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereiny or in the performance of any agreement hereunder, grantor shall have the right to exh-lect all such rents, issues, royalities and profits earned prior to default as they become due and payhele. Upon any default by the grantor hereunder, the bene-ficiary may at any time without notice, either in person, by agent or by a ro-ceiver to he appointed by a court, and without regard to the adequary of any security for the indebtedness hereby secured, enter upon and take possession of the rents, issues and profits, including those past due and unytid, and appiy he same, less custs and expenses of operation and collection, including rescon-able attorney's frees, upon my indebtedness secured hereby, and in such order as the henchickary may determine.

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 polleics 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 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 attorncy'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 sale, the trustee shall 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 aunouncement 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 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 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 grant or 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 is uccessors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without coaveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred apon 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 connicies 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 acknowbedged 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, bencherary 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 piedgee, 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. Ear Denain Blinseal (SEAL) STATE OF OREGON {}ss County of acry of AUGUST Notary Public in and for said county and state, personally appeared the within named EARL DEWAIN BOLIN AND PAULETTE E. BOLIN 79 to me personally known to be the identical individual S named in and who executed the foregoing instrument and acknowledged to me that ..executed, the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed my notarial seal the day and year last above written Duce Contractor Notary Public for Oregon My commission expires: 3/20/81 بنا, ل (SEAL) STATE OF OREGON Loan No. .. SS. County of Flamath TRUST DEED I certify that the within instrument was received for record on the $17 \, \text{th}$, 19 70 day of August 3:02o'clock P.M., and recorded book 179 on page 1063 (DON'T USE THIS at SPACE: RESERVED in book FOR RECORDING Grantor LABEL IN COUN-Record of Mortgages of said County. TO TIES WHERE KLAMATH FIRST FEDERAL SAVINGS USED.) Witness my hand and seal of County AND LOAN ASSOCIATION affixed. Beneficiary Mn. D. Milne After Recording Return To: County Clark KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION By Demethant hFee \$7.00 Deputy REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. ... Trustoo TO: William Sisumoru, The undersigned is the logal owner and holder of all indebtedness accured by the foregoing trust deed. All sums accured 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 regether with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate new held by you under the same. Klamath First Federal Savings & Loan Association: Repetician 이 가지는 것이다. 이 가지도 것이다.