TRUST DEED

Vol. 49 Page 23828 -7/ ------19 79 between

JEFFREY D. BALL and JENNIFER A. TAYLOR

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary;

The granter irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in

Lot 6, EXCEPTING THEREFROM The Southwesterly 36 feet and the Southwesterly 45 feet of Lot 7, Block 62, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Fcc 87.00

Sa. D. Tiloc

AUTERIUS AUTERIUS

KLANATH PRECEDENCE ANNUES ing department for Beschein AND LOAIS MASOCIAMION KLAMATH FIRST FEDERAL SAVINGS

Vind Frank Yardorendigir

Ger Control of the contro

W.e. T0:20

October

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

logather with all and singular the oppurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or horeafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventinotestier belonging to, derived from or in anywise appertaining to the above bescribed premises, and an promoting, ingliting, ventification, are also apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as well-to-wall carpeting and linoleum, shades and built in appliances now or hereafter installed in or used in connection 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 acquire, for the purpose of sections (st. 31,500,00 and sections). Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the November 25th and interest being payable in monthly installments of \$.319.10.

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, any be evidenced by a note of notes. If the indebtedness secured by this trust deed is evidenced by a more than one note, the beneficiary may receilt 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, 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 the claim of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms and property when due, all taxes, assessments and other charges levied against the claim of the construction of the date of the construction of the date of the construction of the date of the construction is hereafter construction is months from the date hereof or the date construction is hereafter commenced; to repair and restore of the date o

Obtained.

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 proof the lesser, of the original purchase price paids by the grantor at the time the loan was made, grantor will pay to the beneficiarly in addition to the monthly payments of our the date installments on principal and interest, payable beneficiarly in addition to the monthly payments of our the date installments on principal and interest are payable with respect to its and properly within each succeeding 12 months, and other charges due and payable with respect to isald properly within each succeeding 12 months and also 1/36 of the hustine promium payable with effect as estimated and directed by the heneficiarly, Heneficiarly,

While the grantor is to pay any and all taxes, assessments and other charges letted or assessed grants' 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 payments are to be made through the heneffelary, as aforesaid. The grantor, hereby, authorizes against, said property in the amounts' as shown by the statements, thereof durinshed by the in the jamounts shown on the statements submitted by the insurance carriers or their resentatives and to withdraw the sums which may be required from the reserve account responsible for failure to have any insurance written or for any loss of damage growing out of a defect in any insurance unit in the heneficlary out of a defect in any insurance and settle with any insurance company and to apply any cannot not provide the such insurance receipts upon the obligations secured by this trust deed. In computing the sach insurance receipts upon the obligations secured by this trust deed. In computing the

acquisition of the property by the beneficiary after default, any balance remaining in the reservo account shall be credited to the indebtedness. If any authorized reserve account the forther assessments, insurance prentums and other charges is not sufficient at any deficit to the beneficiary upon demand, and if not paid within ten days after such demand, obligation secured hereby.

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 therefor shall draw interest at the rate specified in the note, shall be repayable by this connection, the heneficiary 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.

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 property; to pay all costs, the other costs and structure incurred life search, as well as in enforcing this obligationness of the trustee incurred life search, as well as in enforcing this obligationness of the trustee incurred in the control of the property of the property; the property of the property of

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 to commence, prosecute its own name, appear in or defend any action on proceedings, or to make any compromise or settlement in connection with a comparison of the money's considerable as compensation for such taking, which are in excess of the amount reduced to pay all reasonable coats expenses and attorney's fees encessarily paid and applied by it first upon any reasonable coats and expenses and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, shall be paid to the beneficiary fees necessarily paid or incurred by the beneficiary in such proceedings, and the proceedings and attorney's belance applied upon the indebtedness secured hereby; and the granter agrees are also not account of the control of the co

- 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 endosement (in case of full reconveyance, for cancellation), without affecting the convenient of any person for the purpose of cancellation), without affecting the convenit to the making of any map of the indebtedness, the fuster may (a) convenit to the making of any map of of said property; (b) John in granting of the restriction of said property; (b) also absorbed as the convenient of creating and restriction thereon, (c) John in agranting of any part of the lien or charge hereof; (d) reconvey, and the convenient of the property. The grantee in any reconveyance of the described as the "person or persons legally entitled any reconveyance thereof. Trustee's fees for any of the services in this paragraph as all the 55.00.
- shall be \$5.00.

 3. As additional security, grantor hereby assigns to beneficiary during the continuous of these treusts all rents, issues, royalites and profits of the preparation of the treusts all rents, issues, royalites and profits of the preparation of the preparation of the preparation of any personal property located thereon. Until the performance of any agreement hereunder, inachtedness accured hereby or in leet all such rents, issues, royalites and profits earned prior to default as they ficiary may any time without notice; either the grantor hereunder, the beneficiary may any time without notice; either the grantor hereunder, the security for any time without notice; either the grantor hereunder, the security for the indebtedness hereby secured, enter upon and take possession of a rents, issues and profits, including this own name sue for or otherwise collect the same profits, including these past due and unpaid, and apply able attorney's fees, upon any indebtedness accured hereby, and in such order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of sach reats, 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.

Newport of Albert (Argentine) are fail to be

ere are ar erecet marred by 1967 de

- 5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on storm supplied it with such personal information concerning the purchaser awould 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 heneficiary 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 promisers 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.
- 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 threeby (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.

 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 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 such time and place of

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 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 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 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 acknow-ledged 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, heneficiary 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 October 0 19.79_, before me, the undersigned, a THIS IS TO CERTIFY that on thisday of. Notary Public in and for said county and state; personally appeared the within named JEFFREY D. BALL and JENNIFER A. TAYLOR ersonally 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 hereunts set my hand and affixed my notatial seal the day and year last above written. RESPAN SOO OF SOME Ducel Notary Public for Oregon My commission expires: a acceptation for the cost following and first first three the visc STATE OF OREGON trans. Loan No. SS County of Klamath a noticul pady used ton spiriculated syntance I certify that the within instrument was received for record on the 9th ..., 19 79 day of October (DON'T USE THIS at 10:56 o'clock A.M., and recorded SPACE: RESERVED in book M79 on page 23828 FOR RECORDING Grantor LABEL IN COUN-TIES WHERE Record of Mortgages of said County. TO KLAMATH FIRST FEDERAL SAVINGS

USED.)

Witness my hand and seal of County affixed.

W extension	n. D. Mil	ne
•		County Clerk
By Dernet	1 11	
D. MANAT	602 116	doch
DA PROPIES	100.00/10	Deputy
Fee \$7	00	Deputy

REQUEST FOR FULL RECONVEYANCE

io fact and soci iots noothigh to the

CITY GE KLAMMIH FALLS, in the founty of Klamath,

To be used only when obligations have been paid.

...Trustee 🚉 🖂

DATED:....

AND LOAN ASSOCIATION

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

After Recording Return To:

Beneficiary

The undersigned is the logal owner and holder of all indebtedness secured by the foregoing trust doed. 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 cme." progravity international section of the sect

ν.			2			- 11				1	79.3		4	17	4-	. >-	10	ψ.			5745		-	9 -	1.1	1.7	ŧ÷.	• (27	500	2	1.1	7		*	- 5 2	1		 	
					. 3				20.7	. I	200	3.0	1.	44.	Sec.	. A.	- 2	3	150	-43			11.	5 1 1			4 5	. 8	100		ŧ.,	2.5%	1.00	- 14	. 2-	100			v		
						1116	100		-		L.	2	4	ď	ê.	15	. 4		٠٠,	8	1. 6 :	3.0		Εz	100			30			5 -		25	ž.		ie.		,		 	-
150		100			100			- ,2				~-		-		3.0	157				7.	7	60.			- 1	100		•			2.2		. 7.							
	-4		175	Ú.,				•						- i .		- 3			Υ.				4.	1.5	F		•	21	•	7	12	11.		4	1	P-		- 24			4

53958