



premium paid, to the principal place of business of the beneficiary attached, and with fifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may, at his discretion, obtain insurance for the benefit of the beneficiary, in its own name, payable to the grantor, during the full term of the policy, which insurance shall be non-cancellable by the grantor.

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 premium while the indebtedness secured hereby in the above described property is less than the original purchase price paid by the grantor at the time the loan was made, or the beneficiary's original appraisal value of the property at the time the loan was principal and interest payable to the beneficiary in addition to the monthly payments of the taxes, assessments, and other charges due and payable with respect to said property within each succeeding 12 months; and also 1 1/3% of the insurance premium payable with respect to said property within each succeeding three years while this Trust Deed is in effect as estimated and directed by the beneficiary. Beneficiary shall pay to the grantor interest on said amount at a rate not less than the highest rate authorized to be paid by banks on their open passbook accounts minus 3 1/4% of 1%. If such rate is less than 4%, the rate of interest paid shall be 4%. 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 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 on the amounts shown on the statements submitted by the insurance carrier or their representatives and to withdraw the sums which may be required from the escrow account if and established for that purpose. The grantor agrees that no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage growing out of a loss, to compensate and settle with any beneficiary hereby is authorized. In the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed. In computing the amount of the indebtedness for payment and satisfaction in full or upon sale or other

annual statement of account but shall not be obligated or required to furnish any further statement 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 or to make any compromise or settlement in connection with such taking and it so elects, to require that all or any portion of the money received by the grantor for such taking, which is in excess of the amount required 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 and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance upon the indebtedness secured hereby; and the grantor agrees, to its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the benefici-

ary, payment of its fees and presentation of this deed to the trustee, 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 plan of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any coordination without warrant, all or any part of the property; (d) reconvey the grantee in any reconveyance described as the "person or persons legally entitled thereto" and the recitals therein thereof. Trustee's fees for any of the services in this paragraph shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the

continuance of these trusts, all rents, issues,

and profits of the property located thereon. Until

such time as the grantor shall default in the payment of any indebtedness secured hereby or in

the performance of any agreement hereunder, grantor shall have the right to col-

lect all such rents, issues, royalties, and profits earned prior to default as they

become due and payable. Upon any default by the grantor hereunder, the bene-

ficiary may at any time without notice, either in person, by agent or by re-

corder to be appointed by a court, and without regard to the adequacy of any

security for the indebtedness hereby incurred, enter upon and take possession of

the rents, issues, and profits, including those past due and unpaid, and apply

the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order

as the beneficiary may determine.

3284

1. The entering upon and taking possession of said property, the collection of 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 de- fault or notice of default hereunder or invalidate any act done pursuant to such notice.

2. The grantor shall notify beneficiary in writing of any sale or con- tract for sale of the above described property and furnish beneficiary on form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary service charge.

3. 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 to the trustee of written notice of default 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 the required by law.

4. 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 \$500.00 each; other than such portion of the principal as would not then be due had no default occurred; and thereby cure the default.

5. After the lapse of five days from 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 \$500.00 each; other than such portion of the principal as would not then be due had no default occurred; and thereby cure the default.

6. 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, and reasonable charge by the attorney; (2) To the obligation secured by this trust deed; (3) To all persons having recorded liens subsequent to the date of this trust deed as their interests appear in the record 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.

7. For any reason permitted by law, the beneficiary may, from time to time, appoint a successor or successors to any trustee named herein, to an- nounce at the time fixed by the preceding postponement. The trustee, or trustee's or sold, but without any covenant or warranty, express or implied, in the deed of any matters or facts that be conclusive proof of the truthfulness thereof, any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

8. 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, and reasonable charge by the attorney; (2) To the obligation secured by this trust deed; (3) To all persons having recorded liens subsequent to the date of this trust deed as their interests appear in the record 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.

9. The trustee, or sold, but without any covenant or warranty, express or implied, in the deed of any matters or facts that be conclusive proof of the truthfulness thereof, any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

10. The trustee, or sold, but without any covenant or warranty, express or implied, in the deed of any matters or facts that be conclusive proof of the truthfulness thereof, any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

11. Trustee accepts this trust when this deed duly executed and acknowledged is made a public record, as provided by law. The signature of the trustee, or sold, but without any covenant or warranty, express or implied, in the deed of any matters or facts that be conclusive proof of the truthfulness thereof, any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

2584

in enforcing the terms of the obligation, due under this trust deed, so far as not exceeding \$50.00 each) other than such portion of the principal as would then be due, had no default occurred; and thereby cure the default.

6. After the expiration of such time as may then be required by law following the recordation of said instrument, the trustee shall sell said property at default and giving of valid notice of sale, the same, at public auction, to the highest bidder, for cash, in whole or in part, 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, reserving the right to sell the same at any time, and in any manner, as the trustee may determine, and the proceeds of the sale, less expenses of sale, shall be applied first to the payment of the principal sum, then to the payment of interest accrued thereon, and finally to the payment of all other expenses of the administration of the trust, including attorney's fees, and the balance, if any, shall be paid to the grantor.

This deed applies to the grantor, his heirs, legatees, devisees, administrators, executors, successors and assigns, and to 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, and vice versa.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

*Ruth M. Cothran* (SEAL)

*Doyle E. Cothran* (SEAL)

STATE OF OREGON  
County of Klamath  
THIS IS TO CERTIFY that, on this 31<sup>st</sup> day of October 1979, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Doyle E. COTHRAN AND RUTH M. COTHRAN, Husband and Wife,

to me personally known to be the identical individuals 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.

*Dale M. Esson*  
Notary Public for Oregon  
My commission expires: 1/1/82

Loan No. \_\_\_\_\_  
TRUST DEED  
TO Grantor  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
Beneficiary  
After Recording Return To  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION

STATE OF OREGON  
County of Klamath  
(DON'T USE THIS  
SPACE, RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

I certify that the within instrument was received for record on the 1<sup>st</sup> day of November 1979, at 1:22 o'clock P.M., and recorded in book M79 on page 25840 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

By *Bernard J. Detrich*  
County Clerk  
Deputy

Fee \$7.00

STATE OF OREGON

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.

DOYLE E. COOTHRAH AND RUTH M. COOTHRAH, by *William Sisemore*, Trustee

DATED: 10/31/79

NO. 313-117000 L-138-50214

TRUST DEED

52840