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United States, as beneficiary;

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TRUST DEED

39-01141

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..... 19 ... 84 ... between Audie Soyland, Linda Soyland, John Miller and Ervin R. Bickford ..July.....

as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the

WITNESSETH:

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:

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SEE ATTACHED

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Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable. 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 regener with an and singular the appurtenances, renements, nereoiraments, 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, venti-lating, 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 covering in place such as wall-to-wall carpeting and intoleum, shades and built-in appliances now or instance in standard in or used in connection with the above described premises, including all interest therein which the grantor has or may prefitige sufficient applications and present infinited performance of each agreement of the grantor herein contained and the payment of the sum of and inventy. and 100/100.5

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 the beneficiary may redit payments received by it upon more than one note, the beneficiary may credit payments received by it upon say 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 encombrances 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. herein free

executors and administrators shall warrant and defend his said title thereis, sainst 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 level against said property; 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 construction is hereafter commenced; to repair and restored hereof or the date construction is hereafter commenced; to repair and restored nereof or the date construction is hereafter commenced; to repair and restored and said property which may be damaged or destroyed and pay, when due, an said property which may be damaged or destroyed and pay, when due, an item during construction; to replace any work or materials unsiliatactory at all constructed on said premises; to keep all buildings and improvements now or hereafter erected upon said premises; to keep all buildings, property and improvements now or or such other harm he original principal sum of the note or obligation is a sum not less than the company or companies acceptable to the ver-ficiary, and to deliver the original principal sum of the note or obligation is a sum not less than the original principal sum of the note or obligation is a sum not less than the effective date of any such policy of insurance is nor to the original principal sum of the note or obligation print and sub principal place of unsiness of the beneficiary with a less thereid and period is not so tendered, the beneficiary with original policy of insurance is noriginal policy of insurance in a sum not less than the effective date of any such policy of insurance iscured by this trust the original principal sum of the note or obligation and where the principal place of unsiness acceptable to the bere-ficiary, and to deliver the original principal sum of the note or obligation is a sum not less than the effective date of any such policy of insura

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance preniums, the grantor agrees to pay to the beneficiar, together with and in addition to the mouthly payments of principal and therest payable under the terms of the note or obligation secured bereby, an amount equal to one-twelfth (1/20th) of the taxwishin each succeed-other charges and also one-thirty-sixth (1/20th) of the tax within each succeed-ing the term of the respect to said property within each succeeding the term of the terms of the loss of the term of the term of the such sums to be credited to the principal of the loss on the regulard for the several purposes thereof and shall thereupon be charged to id shall be held by the beneficiary in text as a reserve account, without interest, to pay said the permissions, taxes, assessments or other charges when they shall become due and payable.

and payable. 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 charges levied or assessed against said property. or any part thereof, before the same begin to be the test and also to pay premiums on all insurance the same begin to be the test and also to pay premiums on all insurance policies are adversaid. The grantor hereby authorizes the beneficiary to pay licinty and all taxes, assessments and other charges levied or imposed against and and all taxes, assessments and other charges levied or imposed against the collector of such taxes, assessments or othe statements thereof furnished say another premiums in the amounts and the same charges, and to pay the plurance premiums in the amounts and the same charges and to may the plurance of the loan or to withdraw the sub the same charge said sums to the the reserve account, if any, established for thal purpose. The grantor agrees in no event to hold the beneficiary hereby is authorized, in the event of any plurance policy, and the beneficiary hereby is authorized, in the event of any markene policy and the beneficiary hereby is authorized by this trust deed. In such insurance crecits upon the obligations secured by this trust deed. In oomputing the amount of the indebtedness for payment and astifaction 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 the 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 such demand, 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 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 this connection, the beneficiary shall have the right no take such repairs to said 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 haws, ordinances, regulations, overanats, conditions and restrictions affecting said property: to pay all costs, frees and expenses of this trust, including the cost of title scarch, as well as the other costs and expenses of the truster incurred in connection wire or to appear in and defend any action or proceeding purporting to affect the secur-to procent in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trusteer and to pay all costs and expenses, including cost of evidence of title and attorney's fees a club and the should be fixed by the court, in any such action or proceeding with which the beneficiary or trustee may appear and in any such 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 as said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if its oelects, to require that all or any portion of the money's payable as compensation for such taking, which are in excess of the amount re-guired to pay all reasonable costs, expenses that be paid to the beneficiary's fees necessarily paid or incurred by the beneficiary and the prantor the beneficiary's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as simil be necessary in obtaining such compensation, promptly upon the beneficiary's request.

be necessary in obtaining such compensation, promptly upon the beneficiary's request. • At any time and from time to time upon written request of the beneficiary's ficiary, payment of its fees and presentation of this deed and the note for ch-dorsement (in case of tull reconveyance, for cancellation), without affecting the liability of any period for the payment of the indebtedess, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granular any easement or artificiant extinction thereon, (c) join in any subordination any easement or any matter of the lien or charge hereof; (d) reconvey-without warrancy, all or any part of the property. The grantee in Augustor and the recluse 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 said by **ECC NOT LeSS thal S5**.000. • As additional security, stantor hereby assigns to beneficiary during the period there trusts all or any partices and property boated thereos. Until perty affected by this deed and personal property boated thereos. Until privation shall default in the payment of any property located thereos. Until the parameters are there under, grantor shall have the right to col-lect all such rents, issue you indebtedeness accurd hereby or in the performance of any matters or racit there in person, by agent or by a re-perty affected by this devia and of any property located thereon. Until grantor shall default in we prove thereunder, grantor shall have the right to col-lect all such rents, issue and profiles aread profile aread prior to default as they security for the here physics. Upon any default by the grantor hereunder, the pay and the control and any group altered secure de and unpay and approxi-security for the here physics. Upon any default by the grantor hereunder, the secure here physics. The secure here one of the adequacy of a security for the aphysic upon any default by the grantor here

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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 pol-icies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforeaaid, shall not cure or waive any fault or notice of default bereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or con-tract 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 grantor in the beneficiary may declare all sums secured hereby immediately due and payable divery 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 effective of said notice of default and election to sell the struster secure hereby, whereupon the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secure hereby, whereupon the trustee 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 by the Trustee for the Trustee's sale, the grantor or other person so the obligations secured thereby (including costs and expenses actually incurred the obligations secured thereby (including costs and expenses actually incurred not exceeding **MECON HOUR** other than such portion of the principal as would not exceeding **MECON HOUR** of the obligation and trustee's and altorney's fees in enforcing the terms of the obligation and trustee's and altorney's not exceeding **MECON HOUR** of the obligation and trustee's and altorney's the addition of such time as may then be required by law following 8. After the lapse of such time as may then be required by law following 10 sale, either as a whole or in separate parcels, and in such order as be may de-termine, 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 all or any portion of sald property by public announcement at such time and place of sale, either and from time to time thereafter may postpone the sale by public an-sale and from time to time thereafter may postpone the sale by public an-

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nouncement at the time fixed by the preceding postponement. The trustee a deliver 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, recitais in the deed of any matters or facts shall be conclusive proof of truthfulness thereof. Any person, excluding the trustee but including the gras and the beneficiary, may purchase at the sale. The

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 reasonable charge by the sittorney. (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 aurplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

accen or to his successor in interest entities to such surplus. 10. For any reason permitted by law, the heneficiary may from time to time appoint a successor or successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without con-veyance to the successor trustee, the latter shall be vested with all title, powers and duits 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 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, 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 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 ma-euline gender includes the feminine and/or neuter, and the singular number in-cludes the plural.

sale and from time to time thereatter any prove	the loss and rear first above written.
IN WATNESS WHEREOF, said grantor ha	as hereunto set his hand and seal the day and year first above written.
Der and	I THAN A MALA I (SEAL)
Man Soviand	B B B B B B B B B B B B B B B B B B B
John Miller	Frvin R. Bickloid by bolin miller, inc part
County of Klamath	or Actorney)
County of Clange and this 25 day	of July
THIS IS TO CERTIFY that on this ond state, pers	of July , 19 July , 19 July , backs not internet and and the sonally appeared the within named Audie Soyland.
Notary Public in and John Mille	er
	named in and who executed the totogonly when an
to me personally known to be the identical individual	r the uses and purposes meren expressed
IN TESTIMONY WHEREOF, I have hereunic set my	y hand and affixed my notarial seal the day and year last above written.
	Darlene Dy unter
	Notary Public for Oregon.
(SEAL) second and a second sec	My commission expires: 6 - 16-88
· · · · · · · · · · · · · · · · · · ·	STATE OF OREGON
Loan No. <u>39-01141</u>	County of Klamath { ss.
	County of American
TRUST DEED	I sertify that the within instrument
	was reseived for record on the
	day of, 19
	(DON'T USE THIS at o clock M., and recorded
an an granner a the first trained at	FOR RECORDING in book on page
Grantor	TIES WHERE
KLAMATH FIRST FEDERAL SAVINGS	Witness my hand and seal of Count
AND LOAN ASSOCIATION	affixed.
Beneficiary	
After Recording Return To:	County Clerk
KIAMATH FIRST FEDERAL SAVINGS	
AND LOAN ASSOCIATION	By Deputy
540 Main St	
KF0 97601	

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed ar 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 ar 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. TO: William Sisemore, some.

Klamath First Federal Savings & Loan Association, Beneficiary . 4 · .

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DATED:.... 30.8

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A parcel of land situated in the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the westerly right of way line of Wocus Road (formerly The Dalles-California Highway) which lies N.89°49'00"W., 489.5 feet and S.06°02'00"W., 1320.3 feet from the iron pin which marks the center 1/4 corner of Section 7 of said Township and Range; thence S.06°02'00"W., 240.30 feet along the westerly right of way line of said Wocus Road; thence N.89°49'00"W., 486.54 feet; thence N.06°02'00"E., 25.00 feet; thence S.85°40'00"W., 303.42 feet to the easterly right of way line of the new The Dalles-California Highway (State Highway No. 97); thence N.11°36'11"W., 59.66 feet along said easterly right of way line; thence S.89°49'00"E., 197.56 feet; thence N.45°11'00"E., 28.28 feet; thence N.00°11'00"E., 249.20 feet; thence S.89°49'00"E., 128.22 feet; thence S.06°02'00"W., 90.00 feet; thence S.89°49'00"E., 486.54 feet to the point of beginning, containing 3.71 acres more or less.

STATE OF OREGO	DN,)		
County of Kla	amath	> ss.		
On this the	25 John Miller	day of	July	, 1984 personally appeared
who, being duly swo Bickford	orn (or affirmed),	did say that	he is the attorney	in fact for Ervin R.
thathe executed the edged said instrumer	he foregoing instrum at to be the act and	nent by auth deed of said	ority of and in behalf principal.	of said principal; andhe acknowl-
1			Before me:	
	(Official Seal)		Darlene g	(Signature) (Signature) (Title of Officer)
14 (14) 14 (14			my commune	(Title of Officer)
TE OF OREGON:	COUNTY OF	WT AMADIT.	· · · · ·	· · · · · · · · · · · · · · · · · · ·
ereby certify ord on the 24	that the wi	thin ins	the second starts	eceived and filed for at11:00o'clock_A_M on page126
			EVELY	N BIEHN, COUNTY CLERK