

44210

TRUST DEED

THIS TRUST DEED, made this 17th day of December 1984 between
AUDIE SOYLAND AND LINDA SOYLAND, husband and wife,
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 Klamath County, Oregon described as:

The Southeasterly 50 feet of Lot 4 and the Northwesterly 32 feet of Lot 5,
WINEMA GARDENS, in the County of Klamath, State of Oregon.

Charity's performance under this trust deed and the notes and sequences may not be assigned to
any other charity. The levies of all attempted assignments of assumption, the
deed will be construed by another charity. The levies of all attempted assignments of assumption,
the deed will be construed by another charity.

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

together with all and singular the property, rights, title, interest, claim and demand, hereafter belonging to, or in, or relating to, the said property, rights, title, interest, claim and demand, including, without limitation, all rents, issues, profits, royalties, options, covenants, covering in place of, or in addition to, the property, rights, title, interest, claim and demand, with the above and before mentioned property, rights, title, interest, claim and demand, performance of all and singular the covenants, conditions, stipulations, agreements, terms, and conditions contained in the lease, rental, tenancy, or other agreement, dated the 1st day of January, 1910, between the undersigned, and the lessee, and the lessee's assigns, executors, administrators, and personal representatives, for the sum of \$40,500.00.

No 100

Forty Thousand Five Hundred and

January 15.

This trust deed shall further secure the payment of such additional amounts if any, as may be loaned hereafter to the beneficiary to the greatest extent having an interest in the above described property, as may be evidenced by a note or notes. If the indorsements required by this trust deed is evidenced more than one note, the beneficiary may require payment received in full upon any of said notes or part of any payment in one note and part or all of another as the beneficiaries may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said property and all the title thereto shall be held free and clear of all encumbrances and that the grantor will cause his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

With the above in mind, it is the opinion of the undersigned that the insurance companies should be required to furnish the insurance companies with a copy of the original loan documents, including the original promissory note, and the original mortgage, and any other documents which may be necessary to determine the amount of insurance premium to be charged by the insurance company. The insurance companies should also be required to furnish the insurance companies with a copy of the original loan documents, including the original promissory note, and the original mortgage, and any other documents which may be necessary to determine the amount of insurance premium to be charged by the insurance company.

...the entire amount shall be credited to the
beneficiary. If the receiver fails to pay taxes, assessments, insurance premiums
or other charges, he shall be liable for the payment of such charges
and the amount so paid may be debited to the beneficiary upon
his account. If the receiver dies after having paid, the beneficiary
shall be entitled to receive the principal of the

...and I am the author of the book, therefore as far as I am concerned, it is my property.

10. The trustee shall have the right to take such action as may be necessary to collect the assets of the trust and to protect the rights of the beneficiaries. The trustee shall have the power to sue and be sued in his or her capacity as trustee, and to defend any suit brought against the trust. The trustee shall have the power to make contracts, leases, and agreements on behalf of the trust, and to enter into any other transaction which he or she deems necessary or appropriate for the administration of the trust. The trustee shall have the power to hire and fire employees, and to make payments to them, and to incur expenses and attorney's fees necessary for the administration of the trust. The trustee shall have the power to file proceedings and to defend the trust in any court of law, and to agree to any judgment or decree entered against the trust. The trustee shall have the power to make investments as shall be deemed necessary or appropriate for the administration of the trust.

10. The Board may grant a request of the beneficiaries to make a gift for educational purposes, provided that the gift does not affect the right of the beneficiaries to receive their inheritance.

Box not less than \$6.00.

21046

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 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.

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 herein, 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 and beneficiary 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 trustee 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 the date before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the amount of principal 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 and attorney's fees in enforcing the same, either than in payment of the principal amount not exceeding ~~X~~ \$1000, or the amount provided by law.

8. After the lapse of such time as may then be required by law, following the recording 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 of such time and place of sale and from time to time thereafter may postpone the sale by public an-

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, by without any covenant or warranty, express or implied. The covenants in the deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiaries, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall split 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) As a premium. It is understood that, subsequent to the recording of the trustee's deed, the trustee, as their interests appear in the order of their holding, in the property, shall be entitled to such surplus.

10. For any cause permitted by law, the beneficiary may from time to time appoint a successor to themselves, and trustee named herein, or to any other trustee appointed previously, upon such appointment and without consideration of the name of the trustee, the latter shall be vested with all the powers and duties of the original trustee and trustee herein named or appointed hereinafter. Each such appointment and succession shall be made by written instrument executed by the grantor and the successor, and its place of record in the office of the recorder of deeds in which the property is located shall be conclusive proof of the same.

11. The grantor, excepting the trustee who has the deed, duly executed and acknowledged, shall be liable as principal to law. The trustee is not obligated to make any payment pending sale under any other deed of trust or of a mortgage, or in connection with the grantor, beneficiary or trustee shall be liable for any expense or proceeding in behalf of the trustee.

12. This deed applies to spouses, power beneficiaries, and heirs at law, and to heirs, devisees, administrators, executors, successors and assigns. The term "spouse" shall mean the husband and wife, including persons of the same sex, married, whether or not named as a beneficiary. In executing this deed and in recording it, if it is required, the maximum sum for which the trustee and a witness and the largest number of persons present.

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

Audie Soyland
Audie Soyland

(SEAL)

Linda Soyland
Linda Soyland

(SEAL)

STATE OF OREGON
County of Klamath

THIS IS TO CERTIFY that on this 17th day of December

Notary Public in and for said county and state personally appeared the within named

AUDIE SOYLAND AND LINDA SOYLAND, 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, I executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Seal of Notary Public
Notary Public for Oregon
My Commission Expires 4/24/85

1984, to wit the undersigned a

Loan No.

TRUST DEED

TO
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

DON'T USE THIS
SPACE. RESERVED
FOR RECORDING
LABEL IN COLOR
WHEN USED

STATE OF OREGON
County of Klamath

ss

I certify that the within instrument was recorded for record on the 18th
December, 1984,
at 11:33 A.M. and recorded
in book M84 on page 21045
Records of Marriages of said County.

Witness my hand and seal of County
affixed.

Evelyn Biehn, County Clerk
County Clerk

Evelyn Biehn

1984

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Siemore, 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 sum, to file 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 converted 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.

RECORDED IN THE OFFICE OF THE CLERK OF Klamath County, Oregon, Attest: Evelyn Biehn, County Clerk, 1984

DATED:

19

By _____