

53426

TRUST DEED

Vol. 1485 Page 15069

September

19 85

between

THIS TRUST DEED, made this 12th day of
Homer L. Brown and Darlene S. Brown, 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:

Lots 3 and 4, Block 10 of EWAUNA HEIGHTS ADDITION to the City of Klamath Falls

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
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
with the above described premises, including all interest therein which the grantor has or may hereafter acquire in the premises, and the sum of
performance of each agreement of the grantor herein contained and the payment of the sum of Eight thousand and seven hundred
(\$ 8,697.00) 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 \$ 110.32 commencing
October 15 19 85

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 a
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.

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
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 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 workmanlike manner any building or improvement now or
hereafter constructed on said premises; to allow beneficiary to inspect said property at 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 and improvements now or hereafter
constructed on said premises; to keep all buildings and improvements now or
hereafter erected upon said property in good repair and to commit or suffer
no waste of said premises; to keep all buildings, property and improvements
by fire or such other hazards as the beneficiary may 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 acceptable to the ben-
eficiary, and to deliver the original policy of insurance in correct form and with
approved loss payable clause in favor 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 in its own
discretion obtain insurance for the benefit of the beneficiary, which insurance
shall be non-cancellable by the grantor during the full term of the policy thus
obtained.

In order to provide regularly for the prompt payment of said taxes, assess-
ments or other charges and insurance premiums, the grantor agrees to pay to
the beneficiary, together with and in addition to the monthly payments of
principal and interest payable under the terms of the note or obligation secured
hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and
other charges due and payable with respect to said property within each succeed-
ing twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums
payable with respect to said property within each succeeding three years while
this trust deed remains in effect, as estimated and directed by the beneficiary,
the sum of which shall be credited to the principal of the loan until required for the
several purposes thereof and the beneficiary, the sums so paid shall be held by
the beneficiary in trust as a reserve account, without interest to pay said
premiums, taxes, assessments or other charges when they shall become due
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
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 ben-
eficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay
any and all taxes, assessments and other charges levied or imposed against
said property in the amounts, assessments or other charges, and to pay the
said property in the amounts shown on the statements submitted by
the collector of such taxes, assessments or other charges, and to pay the
insurance premiums or their representatives, and to charge said sums to the
principal of the loan or to withdraw the sum which may be required from
the reserve account, if any, established for the purpose. The grantor agrees
in no event to hold the beneficiary responsible for failure to have any insur-
ance written or for any loss or damage growing out of a defect in any in-
surance policy, and to settle with any insurance company and to apply any
loss, to compromise or settle upon the obligations secured by this trust deed. In
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 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 deficit to 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
the event of default, 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 laws, ordinances, regulations,
covenants, conditions and restrictions affecting said property; to pay all costs,
fees and expenses of this trust, including the cost of title search, as well as
the other costs and expenses of the trustee and attorney's fees actually incurred;
in enforcing this obligation, and trustee's and attorney's fees to pay all
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 by ben-
eficiary to foreclose 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:

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 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 it so elects, to require that all or any portion of the money
payable as compensation for such taking, which are in excess of the amount re-
quired to pay all reasonable costs, expenses and attorney's fees to the beneficiary
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 applied upon the indebtedness secured hereby; and the grantor agrees,
at 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 ben-
eficiary, payment of its fees and presentation of this deed and the note for en-
forcement of these trusts all rents, issues, profits and profits of the property
located thereon, in case of full reconveyance, for cancellation, the trustee may (a)
liability of any person for the payment of the indebtedness, the trustee may (a)
consent to the making of any map or plat of said property; (b) join in granting
any easement or creating and restriction thereon, (c) join in any subordination
or other agreement affecting the deed or the lien or charge hereof; (d) reconvey,
without warranty, all or any part of the property. The grantee in any reconvey-
ance may be described as the "person or persons legally entitled thereto" and
the recitals 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
shall be ~~not less than~~ not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the
continuance of these trusts all rents, issues, profits and profits of the prop-
erty affected by this deed and of any personal property located thereon. Until
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, the ben-
eficiary may at any time without notice, either in person, by agent or by a re-
sulting trustee, to be appointed by a court, and without regard to the adequacy of any
security for the indebtedness hereby secured, enter upon and take possession of
said property, or any part thereof, in its own name sue for or otherwise collect
the rents, issues and profits, including those past due and unpaid, and apply
the same, less costs and expenses of operation and collection, including reason-
able attorney's fees, upon any indebtedness secured hereby, and in such order
as the beneficiary may determine.

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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 purchase 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 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 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 the amount provided by law) 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 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 at such time and place of sale and from time to time thereafter may postpone the sale by public announcement.

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 } ss

THIS IS TO CERTIFY that on this 12th day of September, 19 85, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Homer L. Brown and Darlene S. Brown

to me personally 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 hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Darlene S. Brown
Notary Public for Oregon
My commission expires: 6-16-88

Loan No. 40-00218

TRUST DEED

Homer L. Brown

Darlene S. Brown

TO Grantor

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**

Beneficiary

After Recording Return To:
**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**
540 Main St., KFO 97601

(DON'T USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON
County of Klamath } ss.

I certify that the within instrument was received for record on the 16th day of September, 19 85, at 2:52 o'clock P M., and recorded in book M85 on page 15069 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
County Clerk

Fee: \$9.00

By Pam Smith
Deputy

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.

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: 23008

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by _____

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