

Vol. 1786 Page **11867**

..... Stephen R. Coe and Sheryl M. Coe, husband and wife

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:

Lot 9 of LOMA LINDA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

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, ventilating, 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, together with the performance of each agreement of the grantor herein contained and the payment of the sum of Seventeen thousand and no/100 (\$ 17,500.00) 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 \$ 207.22 commencing August 10 19 86.

This trust deed shall further secure the payment of _____ if any, as may be determined by the court.

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 note or notes. The indebtedness secured by trust deed is evidenced by more than one note. The beneficiary may credit payments received by it upon any of said notes or any 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 whatsoever.

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 precedence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months of the date thereof or the date construction on said premises commenced; to repair and restore said property in good workmanlike manner; to build, rebuild, repair and restore costs incurred therein may be damaged or destroyed by fire or other cause at any times during construction; to allow beneficiary to inspect and pay, when due, all taxes on said property; to replace any work or materials unsatisfactory to beneficiary within fifteen days after written notice from beneficiary; not to remove or destroy any building or improvements now or hereafter constructed on said premises; to keep all buildings, property and improvements in good repair; to replace any work or materials unsatisfactory to such hereafter erected upon said property in good repair; to commit or suffer no waste of said property; to keep all buildings, property and improvements now or hereafter erected on said premises continuously insured against loss by fire or such other hazards as said beneficiary may from time to time require, and to pay not less than the original policy sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to the principal place of business of the beneficiary, and with approved loss payable in favor of the beneficiary, correct form and within ten days prior to the effective date of any such policy of insurance; at least one policy of insurance is not so tendered by 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, assessments and 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 succeeding 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 such sum does remain in effect, as estimated and directed by the beneficiary, for several purposes to be credited to the principal of the loan until required for the loan; or, at the option of 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

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 become due, 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 by the property in the amounts as shown on the statements thereof furnished to the collector of such taxes, assessments or other charges, and to pay the insurance carried in the amounts shown on the statements submitted by the principal of the loan or their representatives, and to charge said sums to the reserve account, if any, or to withdraw the sums which may be required from time to time to hold the beneficiary harmless from any loss or damage sustained by the grantor or for any loss or damage, however caused, in the event of any insurance policy, and the beneficiary hereby is authorized in the event of any loss, to compromise or settle with any insurance company and to apply any such insurance receipts upon the obligations secured by this deed, in computing the amount of the indebtedness secured by this deed, in full or upon sale or other acquisition of the property by the beneficiary, if in

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 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 therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the note, shall be repayable by this connection, 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.

[illegible]

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, to litigate, to defend any action or proceedings, or to accept any compromise or settlement in or defend any acquisition as compensation for such taking and shall be responsible for the money's required to pay all reasonable costs, expenses, which are in excess of the money's or incurred by the grantor in such proceedings, and attorney's fees necessarily paid and applied by the grantor in such proceedings, and the amount paid fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, and the beneficiary agrees, to take such action and execute such instrument, and the beneficiary agrees to execute such instrument, and the beneficiary agrees, to 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 endorsement in case of full reimbursement, for cancellation, 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 plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) without warranty, all or any part of the property. The grantee in any recovery hereof, (d) receive "person or persons legally entitled thereto" and the recitals therein of any recovery may be described as the proof of the truthfulness thereof. Trustee's fees for any of the services in any matters or facts shall be conclusive \$5.00.

[illegible]

11808

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 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 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 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 27th day of June, 1986, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Stephen R. Coe and Sheryl M. Coe to me personally known to be the identical individual 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)

Marlene J. Vanden
Notary Public for Oregon
My commission expires: 6-16-88

Loan No. <u>39-01243</u> TRUST DEED <u>Stephen R. Coe</u> <u>Sheryl M. Coe</u> TO Grantor KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION P. O. BOX 5270 Klamath Falls, Oregon 97601	(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.) Fee \$9.00	STATE OF OREGON County of <u>Klamath</u> ss. I certify that the within instrument was received for record on the <u>3rd</u> day of <u>July</u> , 19 <u>86</u> , at <u>3:38</u> o'clock P. M., and recorded in book <u>M86</u> on page <u>11807</u> . Record of Mortgages of said County. Witness my hand and seal of County affixed. <u>Evelyn Biehn</u> County Clerk By <u>Berntha J. Deloch</u> 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.

DATED: _____, 1986

Klamath First Federal Savings & Loan Association, Beneficiary
by _____